

450

COMPARED 8th. It is agreed that in the event buyer wants to build on within lots that seller will deliver title free & clear and take back a second mortgage for amount still due payable as per contract.

Ninth. In the event of sale, transfer or assignment of this contract with the consent of the seller, the assignee or grantee shall succeed to all rights and liabilities of the buyer, and the provision of this contract with reference to the sickness of, and notice to the buyer, shall be taken and held to refer only to the sickness and notice of such assignee or grantee according to the terms of the assignment and consent hereto attached. The purchaser further agrees not to sell, rent or lease or sublet said lots to any negro person or persons of African descent.

Tenth. It is hereby especially agreed by and between the parties hereto, that the seller of said lots is making to the buyer thereof, at his special instance and request the special prices and conditions set forth to enable the buyer to make the purchase as set forth in this contract, and in view of such acts and concessions, on the part of the seller, it is hereby further agreed, that if the seller shall at any time declare this contract rescinded, as provided for in the fifth paragraph of this contract, then from and after the date of such rescission, the buyer hereof shall immediately surrender possession of the lots purchased herein, to the seller, or in lieu of such surrender, the buyer may continue to occupy the lots so purchased, as tenant of the seller, for a period of one month, at the hereby agreed rental price per month of 30th payable monthly in advance, and occupancy subsequent to said month shall be governed by the laws of Oklahoma, relating to landlords and tenants; and it is further agreed and stipulated, that, if the buyer hereof shall be found in possession of the lots purchased under this contract, after two days from the date of the notice of the rescission as provided for in section five of this contract, then such possession shall create the tenancy herein provided for between the seller and the buyer and the rent specified aforesaid shall be due and payable and such tenancy shall in all respects be governed by the laws of the State of Oklahoma, and the rights of the parties under this contract of tenancy created hereby between the parties hereto, shall be thereafter determined and measured by the landlord and tenant laws of said State of Oklahoma, together with the other laws of said State applicable to monthly tenancies, between landlord and tenant.

Executed in duplicate, this the 18th day of April 1923.

O. L. Stewart
Geo C. Frickel
By L. G. Melone Atty. & Agt.
J. C. Mansfield

STATE OF OKLAHOMA ,)
COUNTY OF TULSA) SS. On this 7th day of May A. D. 1923, before me, the undersigned a
Notary Public, in and for the County and State, aforesaid, personally appeared J. C. Mansfield
and p----- to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year first above written.

My commission expires May 15, 1924 (SEAL) F. H. Greer, Notary Public
Name J. C. Mansfield

Date	Am	It	Pd.	Int.	Bal.	Receipt
4/18/23	\$100.00	---			1650.00	L.G. Melone
5/7/23	30.00			11.00	1620.00	C.C.S.

Filed for record in Tulsa County, Tulsa Oklahoma, May 7, 1923 at 10:00 o'clock A. M.
in Book 450, page 334 By Brady Brown, Deputy (SEAL) O. G. Weaver, County Clerk