

237761 C. J. COMPARED CONTRACT FOR SALE OF REAL ESTATE

THIS AGREEMENT, MADE AND ENTERED INTO on this 15th day of June 1923, by and between the SUNSET GARDENS COMPANY, a corporation of Tulsa, Oklahoma, party of the first part, and C. H. Dierks Tulsa, Okla. (whether one or more), party of the second part.

WITNESSETH

That the party of the first part for and in consideration of the sum of (\$5325.00) Fifty Three Hundred Twenty Five and no/100 Dollars to be paid as hereinafter stated hereby sells and agrees to convey to the party of the second part, his or her heirs or assigns, all of the following described property situated in Tulsa County, Oklahoma, to-wit:

All of Lots 7, 8 and 9 Block 21, in Sunset Terrace, an addition to the City of Tulsa, according to the official plat thereof, filed for record in the office of the County Clerk of Tulsa County, Oklahoma, on-----1923, recorded in Book-----, of Plats at page----- and upon payment of final purchase price to deliver to second party abstract of title showing valid title to said property in first party to date hereof.

This sale is made on the following terms and conditions:

1. The party of the second part hereby purchases the aforesaid property and agrees to pay therefor the sum of (\$5325.00) Fifty Three Hundred Twenty Five and no/100 Dollars, as follows: Five Hundred Thirty Two & 50/100 Dollars (\$532.50), in cash, the receipt of which is hereby acknowledged by first party and to pay the balance of the purchase price with interest at 7% per annum from this date in monthly installments of One Hundred Six and 50/100 Dollars (\$106.50), or more, the first of which payments shall be paid on the first day of July, 1923, and a like payment on the first day of each succeeding month until the full purchase price is paid. Out of the monthly payments the first party shall deduct the interest at the rate of seven per cent (7% per annum on the total deferred payments to date of each monthly payment and the balance thereof shall then be credited as a principal payment on the purchase price of said property. A discount of six per cent (6%) shall be allowed the second party for all prepaid deferred payments made within ten (10) days from date hereof, or if the entire balance of the purchase price should be paid within said ten (10) day period, then the first party shall make a discount of ten per cent (10%) on the entire purchase price.

2. This contract is made subject to all the conditions, restrictions and limitations contained and set forth in the plat of Sunset Terrace Addition, which plat was filed for record in the office of the County Clerk of Tulsa County, Oklahoma, on-----1923, and is recorded in Book----- of plats at page-----, which conditions, restrictions and limitations are made a part hereof the same as if set out herein in full and title to said property hereby conveyed shall be taken and held by second party, his or her heirs or assigns, subject thereto and with the express agreement and obligations hereby assumed by second party binding upon himself, his heirs or assigns, to conform to and observe the same, with the following additional restrictions and limitations consented to by second party:

(a) This lot shall not within a period of twenty (20) years from June 1st, 1923, be used for business, apartment house, duplex, or any other purpose whatsoever except for residence purposes only, and only one residence shall be built on each lot. No building of any kind whatsoever shall be moved onto this lot from other locations.

(b) This lot or any part thereof shall never be sold or rented to, or occupied by any person or persons of African descent, commonly known as negroes, except that the building of a servant's house to be used by servants of owners or lessees of this lot shall not be