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COMPARED

CONTRACT.

This agreement made and entered into this the 1st day of August, 1923 by and between P. A. McNeal, party of the first part, and H. A. Walker and Mrs. Nell Walker, his wife, parties of the second part;

Witnesseth:

Whereas, P. A. McNeal, is the owner of lot eighteen (18) in block three (3) in Highlands second addition to the City of Tulsa, Oklahoma; and whereas, there is a mortgage upon said real estate in favor of the Home Building and Loan Association of Tulsa, upon which there is an unpaid balance, at this time of approximately \$1218.78, said payments becoming due on the 15th day of each month in the sum of \$18.88 each.

Whereas, the first party desires to sell ^{said} real estate and the second parties desire to purchase the same:

Now, therefore, it is hereby agreed by and between the parties hereto that the first party does hereby agree to sell, transfer and convey to the second party said real estate for the sum of \$3250.00, and said second parties hereby agree to purchase said real estate for said sum, and that said purchase price shall be paid by said second parties in the manner and in accordance with the following terms and conditions, to-wit:

1. The second parties shall pay to the first party at the time of the signing of this contract the sum of \$100.00 in cash;

2. That second parties assume and agree to pay said mortgage indebtedness against said real estate in favor of the Home Building and Loan Ass'n, and to make all payments and to do all things as in said mortgage required, and second second parties shall be allowed a credit upon said purchase price of the sum of \$1218.78.

3. That second parties shall execute to the first party their certain installment note of even date herewith, in the sum of \$1931.22 said installments to be in the amount of \$26.12 each, due from the 1st day of each month with interest thereon from date at the rate of 10% per annum, payable monthly; that all payments shall be supplied upon the accrued interest and the balance of said payments, respectively, shall be applied upon the principal of said note; the second parties shall have the right to pay off the entire indebtedness at any payment time;

4. That said note in favor of first party, together with a warranty deed, conveying merchantable title to said property, shall be deposited with the Home Building and Loan Ass'n of Tulsa, Okla. in escrow, and said Association is hereby designated the depository at which second parties shall make all payments to first party thereunder, unless otherwise mutually agreed in writing, and at no time shall said papers, or any of them, be taken out of escrow, except by an order signed by both parties hereto;

5; That second parties shall make all payments to the Home Building and Loan Ass'n, upon the mortgage held by it as above set forth, promptly as the same shall become due and payable; and shall also pay all general taxes beginning with the year 1923, and all special taxes and assessments becoming payable subsequent to this date;

6. Whenever the second parties shall have paid upon said installment note and building and loan ass'n, mortgage the sum of \$500.00 principal, then the second parties shall have the option to execute and deliver to the first party their promissory note secured by a mortgage upon said real estate, subject only to the unpaid balance of the Home Building and Loan Ass'n, mortgage, for the then balance of said purchase price, said note to be paid in monthly installments of \$26.12 each and payments applied as set forth in paragraph three, and to draw interest at the rate of 10% per annum, and there-

-167