

consideration at any monthly period payment, and upon the full performance by second parties of the conditions hereinbefore set out, the parties of the first part, shall deliver to the second parties a good and sufficient warranty deed to the property hereinafter described, but should parties of the second part make default for the period of sixty days as above provided for, this contract shall be construed as a mere option to purchase the above described property and the interest of the parties of the second part herein or therein, shall thereupon be terminated and ended and the parties of the second part shall have no claim for the return of money paid out to any interest in said property, but same will be considered as liquidated damages.

This agreement is made in duplicate, and all terms covenants and conditions, shall extend to and be binding upon the heirs, executors, and legal representatives of the respective parties hereto.

Witness the following signatures the day and year first above written.

Mattie Wilcox, party of the first part.

\_\_\_\_\_ Party of the second part.

F. J. Wehnes, Party of the second part,

Sophie Wehnes, Party of the second part.

State of Oklahoma)  
County of Tulsa } SS

Before me, the undersigned, Notary Public, in and for the said County and State, on this 5th day of January, 1923, personally appeared Mrs. Mattie Wilcox and F. J. Wehnes and Sophie Wehnes to me known to be the identical persons, who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their own free and voluntary act and deed for the uses and purposes therein set forth.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year last above written,

(SEAL) Art. Stanton, Notary Public.

My commission expires Feb 21, 1923.

State of Oklahoma)  
County of - - - } SS

Before me, the undersigned, a Notary Public, in and for the aforesaid County and State, personally appeared W. P. Wilcox to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he signed the name as the husband of Mrs. Mattie Wilcox, and of his own free and voluntary act and deed for the uses and purposes therein set forth.

In witness whereof, I have hereunto set my hand and affixed my official seal this \_\_\_\_\_ day of January, 1923.

\_\_\_\_\_  
Notary Public.

My commission expires \_\_\_\_\_

Filed for record in Tulsa County, Okla. on Aug. 1, 1923, at 3:40 P.M. and duly recorded in book 467, page 87, By Brady Brown, Deputy

(SEAL) O. G. Weaver, County Clerk.

237108 - BH **COMPARED**

**ASSIGNMENT OF REAL ESTATE.**

In consideration of the sum of sixteen hundred fifty (\$1650.00) dollars to me in hand paid, receipt whereof is hereby acknowledged, I hereby sell, assign and convey and set over to W. H. Brown, of Cherryvale, Kansas, a certain contract for the sale of certain real estate described as follows, to-wit: