## #239968 NS

468

## COAUARED

835

**KNOW ALL** MEN BY THESE PRESENTS, That W. B. Schreckengest and Emma Schreckengest, (husband and wife,) of Tulsa, Oklahoma, the parties of the first part herein, hereby agfec to sell and convey to J. W. Buford and Ruth Buford, (husband and wife,) the parties of the second part, by a good and sufficient Warranty Deed, excepting one certain mortgage in favor of Home Building & Loan Association of Tulsa, Oklahoma, being in the sum of \$2952.00, which is hereinafter mentioned, the following, described premises situated in the City of Tulsa, County of Tulsa, State of Oklahoma, to-wit;

All of Lots Thirty Three (33) and Thirty four (34) in Block Three (3) in the Orchard Addition to the City of Tulsa, County of Tulsa, State of Oklahoma, as per the duly recorded plat thereof.

For the sum of Six Thousand Dollars, (\$6000.00), paid and to be paid in the sums and manner following;

Five Hundred Dollars (\$500.00) cash in hand, receipt of which is hereby acknowledged.

Twenty Nine Hundred Eighty Two Dollars (\$2952.00) being balance on a certain mortgage, in favor of Home Building & Loan Association, a corporation of Tulsa, Oklahoma, payable in monthly installments of \$42.90; payment for the month of August 1923, to be paid by the parties of the second part herein, which said mortgage in the sum of \$2982.00 the parties of the second part herein assume and agree to pay, and which is a part of the purchase price named herein.

Twenty Five Hundred Eighteen Dollars (\$2518.00) being the balance due the said parties of the first part, to be paid by the parties of the second part, in the sums and manner following; The sum of Thirty Dollars (\$30.00) to be paid to the parties of the first part, on or before September, 24th, 1923, and the sum of Thirty Dollars (\$30.00) to be paid to the parties of the first part, on or before the 24th day of each and every month thereafter until the total sum of Twenty five Hundred eighteen Dollars (\$2518.00) is fully paid. Unpaid balances to bear interest at the rate of eight per cent per annum from August 24th, 1923, interest payable monthly, and in addition to said Principal payment of Thirty Dollars, (\$30.00).

It is further agreed that the parties of the second part shall have possession of the within described premises, or the rental therefrom, on and after the date hereof, and that they shall not commit, nor suffer to be permitted any waste thereto, and shall keep all improvements in as good condition as they are now in, usual wear and inevitable casualty excepted; and shall pay all taxes hereafter becoming due and payable. But should the said second parties fail to keep and perform all of the foregoing œnditions, or to make the said payments of purchase money, or the interest thereon, or shall fail to make the payments on the said mortgage in favor of Home Building & Loan Association, or the taxes, municipal assessments, or insurance as the same becomed due, then at the option of the said first parties, this contract shall be void and of no effect, and the payments made shall be retained as rent for the use and occupancy of the said premises or the first parties may declare the entire balance of purchase money due and payable at once; in either of which events, said first parties shall recover immediate possession of the premises.

It is further specified and agreed herein that the parties of the second part shall keep the property insured during the life of this contract, with loss clause

n.