

payable to the parties of the first part, as their interest may appear, in a sum not less than \$3500.00. COMPARED

It is further agreed and stipulated and made a part of this agreement, that for the purpose of effecting this agreement, that a Warranty Deed has this date been duly executed, conveying the above described property to the second parties, and deposited in escrow with the First National Bank of Tulsa, Oklahoma, and the said First National Bank is hereby authorized and empowered to deliver the said Warranty Deed to the said second parties, or their assigns, when the total sum of \$2518.00 together with interest thereon, has been paid in full, as per promissory note for said amount,

Although it is further agreed herein, that when the parties of the second part herein, shall have paid as much as One Thousand Dollars (\$1000.00) on the principal sum mentioned herein as due the parties of the first part, that then and at that time, the parties of the second part may be given the Warranty Deed conveying the within described property, and balance remaining unpaid at that time due the said parties of the first part shall be secured by a second mortgage upon said property in their favor, payable in monthly installments in the same sums and at the same rate of interest as herein specified.

And the said parties of the first part, W. B. Schreckengost and Emma Schreckengost, his wife, herein agree to pay that certain paving assessment under District No. 312, the 2nd installment of which becomes delinquent September 1st, 1923, and the said parties of the second part in consideration of the premises hereby agree to pay all taxes and assessments of every kind and nature, accruing thereafter when due, that may be levied or assessed against said within described property, and will not at any time allow any taxes or assessments against said property during the existence of this agreement to become delinquent.

This contract shall extend to and be binding upon the heirs of the parties hereto.

In construing this instrument, the words, "first parties" and "Second parties" wherever used, shall be held to mean the parties named in the preamble hereto.

Executed and delivered this 28th day of August A. D. 1923.

W. B. Schreckengost

Emma Schreckengost

J. W. Buford,

M. Ruth Buford,

STATE OF OKLAHOMA, }
COUNTY OF TULSA, } SS.

Before me, Chas. K. Warren, a Notary Public, in and for said County and State, on this 28th day of August A. D. 1923, personally appeared W. B. Schreckengost and Emma Schreckengost, (husband and wife) of Tulsa, Oklahoma, the parties of the first part named herein and M. Ruth Buford, the parties of the second part named herein, and 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 free and voluntary act and deed for the uses and purposes therein set forth.

In Testimony whereof, I have hereunto set my hand and affixed my Notarial Seal the day and year last above written.

My commission expires April 17th 1927. (SEAL) Chas. K. Warren, Notary Public.

STATE OF OKLAHOMA, }
COUNTY OF TULSA, } SS.

Before me, George M. Janeway, a Notary Public, in and for said