

COMPARED

All of Lot Ten (10) Block One (1) Mixon Trotter Addition to the City of Tulsa, Oklahoma, and is in quiet and peaceable possession thereof;

WHEREAS, there is a certain real estate mortgage on the said property in the amount of \$1750.00, payable monthly at the rate of \$25.02 including interest and

WHEREAS, the said parties of the second part desire to lease the said property under an arrangement whereby they become the owners thereof upon the payments of certain installments and the performance of certain conditions herein named.

NOW THEREFORE, the said party of the first part, for and in consideration of the sum of \$500.00, the receipt of which is hereby acknowledged does hereby demise; lease and let unto the said second parties, their heirs and assigns the foregoing real estate and premises upon the following express conditions.

FIRST; The parties of the second part shall pay or cause to be paid the sum of \$1960.50 in installments of \$24.98, to the party of the first part, such installments shall include interest at the rate of 8% per annum, interest computed and payable monthly on entire deferred sum due, said payments to continue for a period of 36 months, at which time entire deferred sum shall become due and payable, said payments to be represented by a promissory note of even date herewith and real estate mortgage in favor of said first party.

SECOND; Party of the second part shall pay or cause to be paid the monthly installment of above mentioned first mortgage of \$25.02 and keep the property insured for the sum of \$3000.00 during the life of this agreement, and not permit any liens to attach itself to the premises and pay all other legal charges against said property.

THIRD; It is agreed that the above mentioned mortgage of \$1960.50, together with warranty deed and a copy of this agreement will be placed in escrow in the Producers National Bank until an amount of \$1000.00 shall have been paid on the principal of the above named mortgages, including the \$500.00 cash receipted for herein, at which time the said bank will deliver the warranty deed to second parties and mortgage to first party.

FOURTH; During the life of this agreement the second parties shall not commit, nor suffer to be committed any waste on the premises and shall keep the property in good repair at their own expense.

FIFTH; It is expressly understood and agreed that title to the above mentioned property is reserved in first party until the delivery of the above deed to second parties, it is further agreed that if the second parties shall break or violate any of the provisions of this agreement the first party shall have the right and power to enter possession of the above property without notice and any sums paid shall be considered as rental for the occupancy thereof.

IN WITNESS WHEREOF, the parties hereunto set their hands the date first written above.

Herman Linden,
First party.

Frank B. Wagner,

Grace Wagner,
Second parties.

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

Before me, the undersigned, a Notary Public in and for said county and state, on this 27 day of Oct. 1923, personally appeared Frank B. Wagner, to me known to be the identical person... who executed the within and foregoing instrument and