

241295 C.M.J.

CONTRACT FOR THE SALE OF REAL ESTATE.

COMPARED

This Contract, Made and entered into this 25th day of September A.D.1923, by and between Wiley W. Hall and Elizabeth Hall, (husband and wife), of Tulsa, Oklahoma, the parties of the first part, and George T. Hanna, of Tulsa, Oklahoma, the party of the second part.

WITNESSETH: That the parties of the first part, in consideration of the sum of Thirty Four Hundred Ninety Five Dollars (\$3495.00), to be paid as hereinafter set out; One Hundred Fifty Dollars (\$150.00) to be paid in cash, at the time of this agreement, the receipt of which is hereby acknowledged, and the further sum of Thirty Three Hundred Forty Five Dollars (\$3345.00), and the covenants, payments and agreements hereinafter contained, the parties of the first part do hereby agree to sell to the said party of the second part, and the said party of the second part agrees to buy the same, the following described property situated in the County of Tulsa, State of Oklahoma, and described as follows:

Lots Five (5) and Six (6) in Block Seven (7) in the Maryland Gardens Addition to the city of Tulsa, County of Tulsa, State of Oklahoma, as per the duly recorded plat thereof,

Said sum of Thirty Three Hundred Forty Five Dollars, (\$3345.00) to be paid in the sums and manner following:

The sum of Twenty Five Dollars (\$25.00) or more, on or before October 25th, 1923, and the sum of Twenty Five Dollars (\$25.00) or more on or before the 25th day of each and every month thereafter until the total sum of Thirty Three Hundred Forty Five Dollars (\$3345.00) is fully paid, as represented by one certain promissory note of like amount.

With interest from September 25th, 1923, at the rate of 8% per annum, payable monthly on each \$25.00 payment as it becomes due and payable.

And the said parties of the first part reserve the right, and it is herein mutually agreed by and between the parties hereto that the parties of the first part shall have the right, at any time, during the life of this contract, to convert all of any portion of the balance due them into a Monthly payment first mortgage loan, or what is commonly known as a Building & Loan Mortgage, which said mortgage shall thereafter be assumed by the said party of the second part as a part of the original purchase price, provided however that in no case are the payments on said proposed monthly payment mortgage to exceed the monthly payments named herein, namely Twenty five (\$25.00) Dollars, per month, with interest at 8% per annum, on each payment as it becomes due.

And the said party of the second part, in consideration of the premises, hereby agrees to pay all taxes and assessments accruing hereafter when due, that may be levied or assessed against said property, and will not at any time allow any taxes or assessments to become delinquent.

And the said party of the second part also agrees to keep the property herein agreed to be conveyed insured in the sum of not less than \$1000.00 during the life of this contract, with loss clause payable to the parties of the first part as their interests may appear, in the event of loss by fire.

And the said parties of the first part hereby agree, on receiving the sums hereinbefore named and the interest thereon, at the times and in the manner herein mentioned, and upon the surrender of this Agreement, to execute and deliver to the said party of the second part, his heirs or assigns, a good and sufficient Warranty Deed, accompanied by an abstract of title to said land, conveying to the said second part a fee simple title to said land, free and clear of all encumbrances, existing against said premises at the date of this agreement.