

into a certain contract of sale of real estate covering the following described land and premises in Tulsa County, Oklahoma, to-wit:

Lot Three (3) in Block Six (6) in McClain Addition to the City of Tulsa,  
according to the recorded plat thereof;

wherein said second parties purchased and agreed to pay for said property the sum of Thirty-two Hundred Dollars (\$3200.00), by paying the sum of Two Hundred Dollars (\$200.00) in cash; assuming a first mortgage in the sum of One Thousand Dollars (\$1000.00) and paying the balance of Two Thousand Dollars (\$2000.00) in monthly installments. All of which more fully appears from said contract which is hereby referred to, and upon which installments the said purchasers have paid the sum of Two Hundred Fifty Dollars (\$250.00). and,

Whereas, said parties now desire to modify the terms of payment of the purchase price of said property as herein set forth, and for that purpose it is agreed as follows:

FIRST. The seller agrees to pay off and discharge the first mortgage on said property heretofore assumed by said second parties as the same becomes due and payable, and upon the full payment of said property by the purchasers, convey the same free and clear of all incumbrance except taxes and special assessments accruing since the 9th day of June, 1922 and any other incumbrance incurred or suffered to be incurred on said property by the purchasers.

SECOND: Said second parties agree to pay the balance now due on said former contract in the sum of Seventeen Hundred Fifty Dollars (\$1750.00) and to reimburse said first party for discharging said first mortgage in the sum of One Thousand Dollars (\$1000.00) making a total sum yet to be paid by said purchasers of Twenty-seven Hundred Fifty Dollars (\$2750.00), which they hereby agree to pay in monthly installments of Forty-five Dollars (\$45.00) each, The first installment being due and payable on the 9th day of May, 1923 and a like installment on the 9th day of each calendar month thereafter until the entire purchase price shall have been paid, together with interest at the rate of eight (8) per cent per annum from the date of this contract until fully paid, interest payable monthly. It is expressly understood that the said installments of \$45.00 each month shall include interest on all unpaid balances and a sufficient portion thereof to liquidate said interest shall be applied to the payment of such interest and the balance of said installments to the payment of principal. The deferred payments herein agreed to be made shall be further evidenced by the promissory note of the purchasers executed and delivered concurrent with this contract.

THIRD: Upon the full payment of said purchase price the first party shall execute and deliver to said purchasers a statutory form of general warranty deed conveying to them the above described property, free and clear of all incumbrance except taxes and special assessments or incumbrance incurred or suffered to be incurred by the purchasers since the 9th day of June, 1922.

If said purchaser shall fail or refuse, for any reason, for a period of thirty (30) days to make the payments herein agreed to be made or to pay and discharge any taxes or assessments lawfully levied against said property or fail to keep the same insured with proper loss payable clause in favor of the seller, this contract shall become null and void and the purchasers shall be deemed to be a tenant in said property at the will of the seller and shall immediately, without demand or notice, vacate and deliver possession of the property to the first party and all payments made shall be retained by first party as compensation for the use and occupancy of said property by second parties during the time they shall have had possession of the same.

COMPARED

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