522

(Seal)

James A. Donegan Clerk.

STATE OF NEW YORK.) 88. COUNTY OF NEW YORK.)

Before me, Ruth Costelloe, a Notary in and for the County and State of New York, on this 2nd day of November, 1923, personally appeared George H. Taber, Jr. and Elizabeth B. Taber, 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 being for the uses and purposes therein set forth.

(Seal)

Ruth Costelloe, Notary Public, Kings County No. 445 Kings County Register No. 5173 Certificate filed N.Y. County No. 331 New York County Register No. 5304 Commission expires March 30, 1925.

O. G. Weaver, County Clerk.

)

49

Ç).

()

∢)

 \bigcirc

Filed for record in Tulsa, Tulsa County, Oklahoma, Nov. 30, 1923, at 3:30 o'clock P.M. and. recorded in Book 479, Page 520.

By Brady Brown, Deputy. (Seal) 245693 C.M.J.

CONTRACT FOR DEED. COMPARED

THIS AGREEMENT, Made and entered into this 23rd day of November 1923 by and between Thomas Melson party of the first part, and Louis Shear party of the second part.

WITNESSETH, That the said party of the first part hereby agrees to sell and convey unto the said party of the second part by good and sufficient warranty deed clear of all incumbrances, the following described real estate, to-wit: all of lot one (1) in Block seven (7) Midway addition to the city of Tulsa according to the recorded plat thereof: in the County of Tulsa State of Oklahoma, for the sum of Thirty-four hundred and no/100 Dollars (\$3400.00) payable as follows, to-wit: \$300.00 onsh in hand, the receipt of which is hereby acknowledged, the party of the second part to pay the sum of \$60 on the 23rd 9^f each month following the date of this contract for a period of 12 months and one payment 13 months after date in the sum of \$51.85. These payments to include principal and interest on the above amounts and the interest on a first mortgage for \$2500. which is now of record. The party of the first part to pay the interest on the loan of \$2500; to maturity. with interest at the rate of 8 per cent per annum, payable annually from the date hereof on each and all of said deferred payments after maturity.

It is further agreed that the said party of the second part is to have the possession resaid premises and the use thereof after the 23rd day of November 1923 and commit no weste nor suffer any to be committed, and to pay all taxes thereon after the year 1922, and keep all fences, buildings and improvements thereon in good condition as they now are, wear and tear and loss by fire and inevitable casualty only, excepted.

Any failure on the part of the party of the second part to faithfully keep and perform eachdand all of the above conditions required, or to make any of the payments at the time and in the manner above specified and such default remain for ninety days, then same shall render this contract void at the option of the said party of the first part, and he may retain all payments made as agreed as liquidated damages, and recover immediate possession of said premises.

IN WITNESS WHEREOF. Said parties have hereunto set their hands this 23rd day of November 1923.

Party of the first part agrees that at the expiration of the first mortgage now on record against said property, that prior to the maturity of the same he will arrange for the payment of same by party of the second part on terms not to exceed \$60.00 per month, to include all principle and interest; Any cost or expense arising from said arrangement of the