

246885 C.M.J.

**COMPARED**CONTRACT FOR THE SALE OF REAL ESTATE.

This contract, made and entered into this 14th day of December, A.D.1923, by and between Clyde C. Callan and Susie I. Callan, (husband and wife) of Tulsa, Oklahoma, the parties of the first part, and Hulda E. Kilbourn, of Tulsa, Oklahoma, the party of the second part,

WITNESSETH: That the parties of the first part, in consideration of the sum of FIFTY TWO HUNDRED FIFTY DOLLARS, (\$5250.00) to be paid as hereinafter set out: SEVEN HUNDRED FIFTY DOLLARS (\$750.00) to be paid in cash, at the time of this agreement, the receipt of which is hereby acknowledged, and the further sum of FORTY FIVE HUNDRED DOLLARS (\$4500.00) 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:

The West one-half of Lot Five (5) in Block Seven (7) in Highlands Addition to the city of Tulsa, Oklahoma, according to the recorded plat thereof.

Said sum of FORTY FIVE HUNDRED DOLLARS (\$4500.00) to be paid in the sums and manner following:

The sum of FORTY DOLLARS or more, on or before January 14th, 1924, and the sum of FORTY DOLLARS, or more, on or before the 14th day of each and every month thereafter until the total sum of FORTY FIVE HUNDRED DOLLARS (\$4500.00) is fully paid, as represented by one certain monthly payment promissory note of like amount.

With interest from December 14th, 1923, on unpaid balances, at the rate of eight (8) per cent per annum, payable monthly, and in addition to said monthly principal payment of Forty dollars.

And the said parties of the second part, in consideration of the premises, hereby agree to pay all taxes and assessments accruing for the year 1924, and thereafter 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 agrees to keep the property herein agreed to be conveyed, insured with some Fire Insurance Company, acceptable to the parties of the first part, in the sum of not less than \$3500.00 during the life of this contract, with loss clause payable to the parties of the first part, as their interest 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.

And it is hereby mutually understood and agreed by and between the parties hereto, that time is the essence of this contract, and in case the said party of the second part shall fail to make the payments hereinbefore specified, or any of them, or the interest thereon, punctually upon the terms and at the times herein stated, or shall fail to pay the taxes, and assessments that may be levied and assessed against said land, before the same shall become delinquent, then this contract shall, so far as it may be binding upon the parties of the first part, become absolutely null and void, and of no effect, and all the rights of the said party of the second part shall cease and determine.

And the said parties of the first part shall have the right immediately upon the