

#252939 EC

COMPARED

CONTRACT

THIS CONTRACT Made and entered into this 25th day of July, 1923, by and between Fred Manget of Dallas, Texas, party of the First Part, and C. S. Moga of Tulsa, Oklahoma, party of the second part, for and in consideration of Five Hundred Dollars (\$500.00), the party of First Part, agrees to sell to the party of the second part Lot Twenty seven (27), Block Thirty-five (35), West Tulsa Addition to the City of Tulsa, on the following terms and conditions and the party of the second part agrees to accept the following conditions by the signing of this contract,

The party of the second part agrees to pay to the party of the first part Fifty Dollars, (\$50.00) at the signing of this contract and Fifteen Dollars (\$15.00) thirty (30) days from date of contract and Fifteen Dollars (\$15.00) each and every month thereafter until the party of the first part can furnish to the party of the second part an abstract showing this property clear of all incumbrances and showing a good and merchantable title, at which time the party of the first part is to issue to the party of the second part a Warranty Deed with no exceptions, excepting taxes both general and special which may become due after the date of this contract,

It is further understood and agreed that the party of the first part is to accept one note for the unpaid balance due and payable sixty (60) days from the date of deed, which note is to be secured by a first mortgage signed by party of the second part on the above lot,

If the party of the first part is unable to perfect good and merchantable title to the said above lot he is to return all payments made by party of the second part;

If the seller has kept his party of the contract by furnishing a good title as herein provided and the buyer fails to comply with requirements specified in this contract the payments hereto made are to be forfeited by the buyer, and this contract any or may not be thereafter operative at the option of the seller,

Witness for Seller; A. W. Fenton

Fred Manget Seller

C. S. Moga Buyer,

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS

Before me, the undersigned Notary Public, on this 3rd, day of March, 1924 personally appeared before me, C. S. Moga, to me personally known to be the identical person who subscribed his name to the foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth, Witness my hand and official seal this the 3rd, day of March, 1924,

My commission expires April 11, 1925, (seal)

W. P. Nelson Notary Public,

Filed for record in Tulsa, Tulsa County, Oklahoma, March 7th, 1924 at 1:20 O'clock P. M. and recorded in Book 484, Page 208,

By Brady Brown Deputy,

(seal)

O. G. Weaver County Clerk,

#252941 EC

PARTIAL RELEASE OF MORTGAGE;

COMPARED

KNOW ALL MEN BY THESE PRESENTS;

That, whereas, on the Thirteenth day of July, 1920, a certain mortgage was executed by the Berry-Hart Company, a corporation, mortgagor, to Dalton Beaver, Cherokee Roll No, 31171. an incompetent, by E. A. Lewis, his duly appointed guardian, mortgagee, for the sum of Twenty Thousand Six Hundred Sixty and 67/100 Dollars, (\$20,666.67), upon the following described real estate, to-wit;

The Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$), less three and 03/100 (3.03) acres for railroad right of way, of Section Twenty-five (25), Township (20), North Range Twelve (12) East of the Indian Base and Meridian, containing 36.97 acres, more or less,