

#264475 E<sup>0</sup>

COMPARED

## CONTRACT OF SALE FOR REAL ESTATE;

THIS AGREEMENT. Made and Entered into this 22nd day of November, 1922. by and between A. L. Dowell of Tulsa County . State of Oklahoma. party of the first part and E. H. Emanuel .and Alfreda Emanuel. of Tulsa County Okl. ., partes of the second part.

WITNESSETH; That for and in consideration of the sum of Twenty-five Hundred (\$2500.00) and No/100 Dollars to be paid by the parties of the second part to the party of the first part in the manner hereinafter described , the party of the first part agrees to and with said second parties a good and sufficient warranty deed to gether with abstract of title. to be placed in escrow, conveying unto said second party the following described real estate to-wit;

Allof Lot Twenty-two (22) in Block Number Two (2) of the Rayburn Sub-division to the City of Tulsa. according to the Official recorded Plat thereof.

IT IS AGREED; By and between the patties hereto. that the sum of Twenty-five Hundred (\$2500.00) Dollars to be paid by said second parties to said first party shall be paid in the following manner to-wit;

Two Hundred and Fifty Dollars <sup>of the Principal sum of the said Twenty-five Hundred</sup> ~~(\$2500.00)~~ Dollars <sup>/ (\$250.00)</sup> to be paid at the execution and delivery of this instrument; receipt whereof is hereby acknowledged and the balance of the said sum of \$2500.00 to be paid in monthly installments and to be evidenced by sixty-four Promissory notes of Thirty-five (\$35.00) Dollars each. and one note of Ten (\$10.00) Dollars with interest at Eight per cent per annum on all deferred pay ments added to the body and made a part of each note bearing even date hereof. made and signed by said second party. and payable to the order of said first party with interest ther on from maturity at the rate of 8% until paid according to the tenor of said notes. and said notes are hereby made a part of the contract of sale as fully as though each note was set out at length thdrein.

IT IS FURTHER AGREED; By and between the parties hereto that the parties of the second part shall have full and complete possession of the said real estate from and after the fifteen day of December. 1922. and in consideration thereof. said second parties agree to pay all taxes and assessments which may become due thereon after the year 1922. and to keep the said premises insured for the sum of \$700.00 in favor of the party of the first part in some insurance company to be approved by said first party.

IT IS <sup>Further</sup> EXPRESSLY AGREED; By and between the parties hereto that time is the essence of this contract. and that any failure on the part of the said second parties to pay any of the above mentioned notes for a period of thirty days after the same shall become due and payable shall work a forfeiture of this contract and that all right. title. and interest of said second party in and to said premises shall cease. and that said first party shall be released from all liabilities to said second party arising by virtue of this contract. and that all payments so made by said second parties to first party under this contract shall be retained by said first party as liquidated damages and rental for said premises. and the parties hereto hereby agree that the same is a reasonable rental for the same.

IT IS FURTHER SPECIFICALLY AGREED By and Between the parties hereto. that said premises shall be kept in good repair by said second parties during the life of this contract.

IN WITNESS WHEREOF. We the contracting parties have hereunto set our hands this 22nd day of Novemeber, A. D. 1922.

STATE OF OKLAHOMA  
COUNTY OF TULSA

SS

A. L. Dowell party of the first part  
P. H. Emanuel Party of the second part  
Alfreda Emanuel Party of the second part.

Before, Me. The undersigned . a Notary Public in and for the said County and State. on this 22nd day of November 1922. personally appeared A. L. Dowell P. H. Emanuel and Alfreda Emanuel. to me well known to be the identical persons who executed the the within