

first part to the party of the second part, conveying the following property, to-wit:

All of lot Forty Seven (47), except a strip twenty five feet in width, in the shape of a parallelogram, from of f the West side thereof, and running the full width of said lot North and South,-- and all of lot Forty Eight (48) in Burgess Acres Addition to the City of Tulsa, as shown by the registered plat of the survey thereof, now of file in the said county of Tulsa.

**COMPARED**

said conveyance containing also certain restrictions therein set out, shall be deposited, with a copy of this contract, in the Exchange National Bank, of Tulsa, Oklahoma, together with five certain promissory notes, bearing even date herewith, four of which are for the amount of \$500.00 each and the fifth for the amount of \$828.00, and maturing respectively, on the 24th. day of the month, six, Twelve, eighteen, twenty-four and thirty months from date hereof, -- said warranty deed of conveyance to be delivered to the said party of the second part upon the final payment of each and every one of the said promissory notes, with interest thereon, etc., according to the tenor and effect of said promissory notes, at the due dates therein specified, and upon the further payment of all taxes and assessments against said property, as the same may become due and payable, and before they are delinquent, time being specifically made of the essence of this contract, and upon failure of said said party of the second part to make any one of said payments, at the due date thereof, said parties of the first part shall have the option and privilege to withdraw the deed, cancel and rescind the contract of sale, and repossess the property described; or said parties of the first part may affirm the contract, upon any such default in making any one of said payments at the due date thereof, and bring action for the breach thereof, provided, however, that no action of the kind indicated, shall be filed until the said parties of the first part have fully cleared and made merchantable the title to the property described.

2. That the said party of the second part agrees to pay all taxes and assessments which may be made against said property from the date hereof, at the time same may become due and before delinquent, and shall make payment of the said promissory notes at the due date of each of them, to the Exchange National Bank, of Tulsa, Oklahoma, and the payments thus made shall be held by the said bank, and shall not be delivered over to the said parties of the first part, nor shall they be entitled to the same, until the title to the property described shall have been made fully clear and merchantable, Time, however, is made of the essence of this contract, and upon failure of said party of the second part to pay any one of said promissory notes at the due date thereof, or to pay any tax assessment, or other assessment which may be made against said property, at the due date thereof and before delinquent, the said parties of the first part may, at their option, declare the entire indebtedness due and payable, and may proceed to enforce and require the payment thereof to the escrow agent under the terms of this contract.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands, in duplicate this the day and year first above written.

J. W. Burgess

Mrs Lena Burgess

Parties of the first part.

Dudley W. Dickson

Parties of the second part.

STATE OF OKLAHOMA:  
COUNTY OF TULSA:

SS

**OKLAHOMA FORM OF ACKNOWLEDGMENT**

Before me, the undersigned, a Notary Public, in and for said County and State on this 1st day of February, 1924, personally appeared J. W. Burgess and his wife, Lena Burgess, 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 deed for