

then the money deposited as aforesaid is forfeited by the buyer, and this contract may or may not be thereafter operative, at the option of the seller

Time is of the essence of this contract.
In Witness Whereof, Said parties hereunto subscribe their names. Executed in Duplicate.

Mabel Alice Perry

Sam Travis

State of Oklahoma,)
County of Tulsa)) SS.

On this 14th day of April A.D. 1924; before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared Mabel Alice Perry and Sam Travis 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 the uses and purposes therein set forth,

Witness my hand and official seal the day and year last above written.

B. H. Johnston, Notary Public

My Commission expires June 24, 1925 (SEAL)

Filed for record in Tulsa County, Oklahoma on July 10, 1924 at 10:00 o'clock A. M. recorded in Book 485 Page 537

by Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk.

#262490 LLJ COMPARED REAL ESTATE MORTGAGE

THIS INDENTURE, Made this 22 day of May, 1924 between B. L. Hollingsworth and Leona Hollingsworth, his wife of the County of Tulsa and State of Oklahoma, parties of the first part, and E. A. Caldwell, party of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Two Hundred Fifty and No/100 Dollars; in hand paid by said party of second part, the receipt whereof is hereby acknowledged, has sold and by these presents do grant, sell, convey and confirm, unto said party of the second part, and to his heirs and assigns forever, all of the following described real estate, lying and situated in the County of Tulsa and State of Oklahoma, to-wit: Lots One, Two, Three and Four in Block Eight, in Yargee Addition to the City of Red Fork, Tulsa County, Oklahoma; according to the recorded plat thereof

TO HAVE AND TO HOLD THE SAME, With all and singular, the tenements, hereditaments and appurtenances thereunto belonging; or in any wise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to his heirs and assigns forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof that they are the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of second part, and to his heirs and assigns, forever, against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS, and these presents are up on these express conditions; That if the said parties of the first part their heirs or assigns, shall well and truly pay, or cause to be paid, to the said party of the second party his heirs or assigns, the sum of Two Hundred Fifty and no/100 Dollars, with interest thereon at the time and in the manner specified in a certain promissory note of even date herewith, executed by the parties of the first part, payable to the order of E. A. Caldwell at Red Fork, Oklahoma, as follows: