

I, E. V. Kinsey, Notary Public within and for the County and State aforesaid do hereby certify that on this 5th day of February 1924, before me personally appeared H. U. Bartlett and who is personally known to me to be the same person described in and who name is subscribed to and who executed the foregoing instrument and duly acknowledged to me that he signed, sealed and delivered the foregoing instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires Dec. 13, 1926 (Seal)

E. V. Kinsey, Notary Public,

Filed for record in Tulsa, Tulsa County, Oklahoma on Feb. 26, 1924 at 10.00 o'clock A. M. in Book 485 page 89

Brady Brown, Deputy

(Seal)

O. C. Weaver, County Clerk

# 251975 M H

CONTRACT FOR SALE OF REAL ESTATE

COMPARED

THIS AGREEMENT, made this 15th day of February 1924, by and between Nellie Bath party of the first part and Alice Mitchell, party of the second part, witnesseth:

That for and in consideration of Forty three hundred Seventy five Dollars (\$4375.00) receipt for ---dollars of which is hereby acknowledged as part payment, balance payable as hereinafter stated: the party of the first part agrees and binds himself to sell transfer and deed by warranty deed, to the party of the second part, the following described lands, situated in the County of Tulsa, State of Oklahoma, to-wit:

West 50' of lot (11) Block 3 Vern Sub-Division to the city of Tulsa, Tulsa Okla.

Also including all and any furnishings in said property, as per the itemized list of sale, attached and made a part hereto. and the said first party agrees to perfect the title to said tract and furnish an abstract of the same showing perfected title within 30 days from date hereof. Except: a certain mortgage hereinafter to be placed upon said property.

It being understood that the said first party binds himself to perfect said title and furnish said abstract. When said title is perfected and said abstract is furnished, the balance of the purchase price of Forty three hundred seventy five Dollars (\$4375.00) shall be due and payable as follows: \$1000.00 to be paid to the party of the first part, out of the proceeds of one certain mortgage loan to be placed thereon by the said party of the second part, and the balance of \$3375.00 to be payable to the party of the first part in monthly installments of \$50.00: with interest on unpaid balances at the rate of 8% per annum, payable monthly and to be included in said monthly payments of \$50.00. Said monthly installments to commence one month from date of actual sale. It is herein understood and agreed that the party of the first part shall execute to the party of the second part a good and sufficient Warranty deed to said party of the second part, together with Bill of Sale for said furnishings, and said deed to be placed in escrow with C. H. Terwilliger office, and to be delivered to said Alice Mitchell at the time said Alice Mitchell is able to place a mortgage on said property, and pay the \$1000.00 to party of the first part. When said first mortgage is finally paid, the said balance due party of the first part ---illegible part of line work a failure on the part of the second party to make such payment within 30 days shall work a for feiture of the part payment herein acknowledged, and shall cancel this agreement.

In case said title cannot be perfected within the said 30 days herein provided, the second party shall have the option of declaring said trade off and shall receive back the amount paid or may extend the time, as he shall see fit

Nellie Bath

Party of the first Part.

Alice Mitchell

Party of the second part