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250241 C.J.

COMPARED

CONTRACT FOR THE SALE OF REAL ESTATE.

This Contract, made and entered into this 29th day of January A. D. 1924, by and between S. R. Gordon and Fanny T. Gordon, (husband and wife) of Tulsa, Oklahoma, the parties of the first part, and H. E. Pemberton, of Tulsa, Oklahoma, the party of the second part,

WITNESSETH: That the parties of the first part, in consideration of the sum of EIGHTY NINE HUNDRED DOLLARS (\$8900.00), to be paid as hereinafter set out: ONE HUNDRED FIFTY DOLLARS, (\$150.00) to be paid in cash, at the time of this agreement, the receipt of which is hereby acknowledged, and the further sum of EIGHTY SEVEN HUNDRED FIFTY DOLLARS (\$8750.00), and the covenants, payments, and agreements hereinafter contained, the parties of the first part do hereby agree to sell to the said party of the second part, and the said party of the second part agrees to buy the same, the following described property situated in the City of Tulsa, County of Tulsa, State of Oklahoma, and described as follows:

The East One Hundred twenty three(123) feet of Lot Sixteen (16) in Block One

(1) of Boston Addition to the City of Tulsa, State of Oklahoma, as

per the duly recorded plat and survey thereof,

Said sum of EIGHTY SEVEN HUNDRED FIFTY DOLLARS (\$8750.00) to be paid in the sums and manner following:

The sum of SEVENTY DOLLARS (\$70.00) or more, on or before March 4th 1924, and the sum of SEVENTY DOLLARS, (\$70.00) or more, on or before the 4th day of each and every month thereafter until the total sum of EIGHTY SEVEN HUNDRED FIFTY DOLLARS (\$8750.00) is fully paid, as represented by one certain monthly payment promissory note of like amount.

With interest from February 4th 1924, on unpaid balance, at the rate of eight per cent per annum, payable monthly, and in addition to said monthly principal payment of SEVENTY DOLLARS (\$70.00),

And the said party of the second part, in consideration of the premises, hereby agrees to pay all taxes and assessments accruing for the year 1924, and thereafter when due, that may be levied or assessed against said property, and will not at any time allow any taxes or assessments to become delinquent.

And the said party of the second part agrees to keep the property herein agreed to be conveyed, insured with some Fire Insurance Company acceptable to the parties of the first part, in the sum of not less than \$4500.00 during the life of this contract, and with loss clause payable to the parties of the first part, as their interest may appear in the event of loss by fire.

And the said parties of the first part hereby agree, on receiving the sums hereinbefore named, and the interest thereon, at the times, and in the manner herein mentioned, and upon the surrender of this Agreement to execute and deliver to the said party of the second part, his heirs or assigns, a good and sufficient Warranty Deed, accompanied by an Abstract of title, to said land, conveying to the said second party a fee simple title to said land, free and clear of all encumbrances, existing against said premises at the date of this agreement.

And it is hereby mutually understood and agreed by and between the parties hereto, that time is the essence of this contract, and in case the said party of the second part shall fail to make the payments hereinbefore specified, or any of them, or the interest thereon, punctually upon the terms and at the times herein stated, or shall fail to pay the taxes, and assessments that may be levied and assessed against said land, before the same shall become delinquent, then this contract shall, so far as it may be bidding upon the parties of the first part, become absolutely null and void, and of no effect, and all the rights of the said party of the second part shall cease and determine.

And the said parties of the first part shall have the right immediately upon the