

255673 C.J.

CONTRACT FOR THE SALE OF REAL ESTATE. COMPARED

This agreement made and entered into this 10th day of April, 1924, by and between Henry C. Barnes and Mary E. Barnes, husband and wife, parties of the first part, and C. J. Green and Maggie Green, husband and wife, parties of the second part.

WITNESSETH: That the parties of the first part for and in consideration of the sum of Three Thousand and no/100 (\$3000.00) Dollars to be paid as hereinafter mentioned, has contracted and agreed to sell and convey unto the said parties of the second part the following described real estate, to wit:

East Forty-two (42) feet of Lot Nine (9), in Block One (1), Pomeroy Heights Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

The parties of the first part agree to deliver to the said parties of the second part a good and sufficient Warranty deed to the said land, with abstract of title, provided the parties of the second part pay to the parties of the first part for the said land the sum of Three Thousand and no/100 (\$3000.00) Dollars, payable as follows: The sum of Fifty (50.00) Dollars cash, the receipt of which is hereby acknowledged; and the sum of \$550.00 to be evidence by one certain promissory note of even date hereof, and payable in installments of Fifty (\$50.00) Dollars per month; said installments to be paid on or before the 10th day of each and every month hereafter beginning the 10th day of May, 1924, Deferred payments to bear interest at the rate of 8% per annum from date until paid; interest payable on March 10th, 1925; and the balance of \$2400.00 to be evidence by one certain promissory note of even date hereof, and payable in installments of Forty and no/100 (\$40.00) Dollars per month; said installments to be paid on or before the 10th day of each and every month hereafter beginning the 10th day of April, 1925. Deferred payments to bear interest at the rate of 8% per annum from date until paid; interest payable on March 10th, 1930, or at maturity of the last installment, provided the parties of the second part shall have the right to pay the said balance or any part thereof at any time after the execution of this contract with interest as above provided.

It is further agreed between the parties hereto that the said parties of the second part shall take possession of the above described premises upon the execution of this contract, and shall pay all taxes, assessments and charges accruing during the life of this contract.

It is further agreed between the parties hereto that if default is made in the payments as above agreed by the said second parties, and the payment of all taxes, assessments and charges when they become due, the parties of the first part may, at their option, declare this contract forfeited upon Sixty days notice given to the parties of the second part, their heirs or assigns; thereupon the parties of the second part shall give up their possession of the above described premises, and all moneys paid may be considered as rentals for the use and occupancy of the said property, and the said parties of first part may dispose of said property to any other person, the same as if this contract had never been made, or take possession of it, free from any claim whatsoever of the parties of the second part.

It is expressly agreed between the parties hereto that the said parties of the second part shall not assign their right, title and interest in the said property by virtue of this agreement, unless the same is approved by said parties of the first part.

It is further agreed between the parties hereto that this contract shall be binding upon both parties hereto, their executors, heirs and assigns.

In witness whereof, the parties have hereunto set their hands the day and year first above written.

Henry C. Barnes

Mary E. Barnes
first Parties.