

act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

My commission expires February 7, 1928 (SEAL) Elizabeth B. Windsor, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, June 7, 1924 at 8:00 o'clock A. M. in Book 488, page 387

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

260079 C.J.

CONTRACT OF SALE

This contract of sale, made and entered into this 10th day of May, 1923, by and between George C. Frickel party of the first part, and G. L. Faidley, party of the second part, WITNESSETH:

WHEREAS party of the first part has built a building and improvements upon the hereinafter described property, and has sold the same to the party of the second part for a total consideration of Thirty-Five Hundred Dollars (\$3500), of which amount party of the second part has paid the sum of Seventeen Hundred Forty Dollars (\$1740) and interest up to the 1st day of May, 1923, and the parties hereto desire to enter into a written contract with respect to the balance of the payment on said property:

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto have stipulated and agreed as follows:

First. The party of the first part has sold and agrees to convey to party of the second part by warranty deed, upon payment of the balance of the purchase price as hereinafter provided, the following described real estate situated in Tulsa County, State of Oklahoma, to wit:

Lot Eight (8), Block Six (6), in Lawnwood Addition to the City of Tulsa, according to the recorded plat thereof.

SECOND. Party of the first part acknowledges the receipt of Seventeen Hundred Forty Dollars (\$1740) plus interest to May 1, 1923, on account of the purchase price of said property; and party of the second part agrees to pay the balance of said purchase price of Seventeen Hundred Sixty Dollars (\$1760) at the rate of Twenty-Five Dollars (\$25) per month, beginning with the 1st day of June, 1923, all deferred payments to draw interest at the rate of eight (8) per cent. per annum from the 1st of June, 1923, and payable on the 1st day of July and January of each year.

Third. Party of the second part shall retain possession of said premises and pay all taxes accruing thereon, and shall keep said premises insured for the benefit of party of the first part for a sum equal to the sum due on the purchase price of said property; and in the event he fails to keep said insurance in force, party of the first part may insure said property and charge the premium paid for such insurance to party of the second part, said insurance to be carried for party of the first part.

Fourth. If any payment provided for herein shall be more than thirty days delinquent, the party of the first part, at his option, may either declare the entire balance of the purchase price due and collectible, or may rescind this contract to sell and convey said premises and take possession thereof, and in the event of such rescission all payments already made by the party of the second part shall be taken and retained by the party of the first part as rent for the said premises during the time this said contract has been in force, and failure to exercise said option at the time of any default as aforesaid shall not operate as a waiver to exercise said option at any time thereafter; provided, however, that in case of sickness this contract shall not be forfeited unless party of the second part shall be in default for a period of 2 months. In the event party of the first part shall elect to declare the balance of the purchase price due and payable, no notice shall be required to the party of the second part;