

262077 C.J.

COMPARED

## MEMORANDUM OF AGREEMENT

THIS Agreement, Made and entered into this 16th day of March 1922 by and between George C. Frickel Oklahoma, party of the first part, and Elizabeth Mortimer and----- parties of the second part, Witnesseth:

Party of the first part agrees that upon payment to him of the sum of Eighteen Hundred DOLLARS, (\$1,800.00), with interest on all deferred payments at the rate of eight per cent per annum, from the date hereof, to be paid monthly, and in accordance With the terms and provisions of this contract he will convey unto second parties, their heirs or assigns, by good and sufficient warranty deed, the title to the following described real estate, to wit:

Lot Twelve (12), in Block Four (4), Lawnwood Addition to the City of Tulsa, according to the recorded plat thereof.

Interest is payable monthly, Fire and Torpedo Insurance to be carried and paid for by party of second part, and to be placed and policy retained by first party.

Party of first part agrees to arrange for loan to take up all or greater part of balance unpaid at end of 48 months from date, and issue Warranty Deed and any balance due 1st party to be taken as 2d mtge note, or if not able to secure loan, 1st, party agrees to continue as per original terms of \$20.00 per month, until either paid in full or a loan can be secured to pay in full

situated in Tulsa County, Oklahoma, (according to official plat thereof).

Second Parties hereby agree to pay unto first party the sum of Eighteen Hundred Dollars, (1,800.00), in consideration for the conveyance to them of the title to the above described real estate, Fifty and no/100 Dollars (\$50.00), to be paid in cash at the date thereof, receipt of which is hereby acknowledged by the first party; and the remainder of said purchase price to be paid in monthly installments of Twenty and no/100 and interest Dollars (\$20.00) each, amounting from the date hereof.

Second party further agrees, in consideration of being given possession of said real estate, during the period covered by their deferred payments, that, in addition to purchase price herein agreed to be paid, they will pay all taxes and special improvement assessments that may be levied and assessed against said property, from and after the year 1921, and protect said property from any lien on account of such taxes or assessments.

Second parties further agree that first party shall have a first lien upon any and all improvements of every kind and character, and that second parties may place upon said described real estate during the life of this contract; to secure any unpaid portion of the purchase price thereof or taxes thereon, and that no improvements placed thereon shall be removed by second parties, their heirs, grantors or assigns until the purchase price of said real estate is fully paid, without the written consent of first party.

Second parties further agrees that in case they make default in payment of any of the deferred payments due under this contract, first party shall have right at his election, either to cancel and terminate this contract, and re-enter and re-possess himself of said premises and every part thereof, or, first party may at his election, declare all the differed payments due and unpaid at the time of the happening of any such default, and foreclose this contract as a mortgage upon said real estate and the interest of the parties of the second parties therein. It being understood that this property is sold subject to the reservation in first party of the mineral rights in any deed that may be given.

In event first party shall elect to declare this contract terminated, upon the happening of any default or breach of its conditions by the parties of the second part, then in such case, first party shall have the right to retain all monies paid by second parties under this contract, as and for rent for the above described premises during the period of