

# 263564

## CONTRACT

THIS AGREEMENT WITNESSETH: That THE SOUTH HAVEN LAND COMPANY, of Tulsa, Oklahoma, herein designated as the seller, hereby agrees to sell and convey to Mrs Fannie Ford of South Haven hereinafter designated as the buyer, upon the term and conditions hereinafter expressed, lots Nos 7-8-9-10-11-12 Block No 23 of SOUTH HAVEN SUB-DIVISION of W $\frac{1}{2}$  of NE $\frac{1}{2}$  of Section 33, Twp 19 N. Range 12 E. all situated in Tulsa County, Oklahoma.

First. The buyer agrees to pay to the seller for said lots the total sum of Seven hundred fifty 750.00 Dollars payable as follows: 10.00 cents cash down per lot and 1.00 cents per lot on or before Monday of each week, until said purchase price is paid in full.

Second. The seller agrees to pay all taxes for 1917 and 1918 the buyer all thereafter.

Third. If said purchase price shall be paid within thirty days from this date, a discount of nine per cent. shall be allowed from the agreed purchase price.

Fourth. When said purchase price shall have been fully paid, the seller will execute to the buyer a special warranty deed conveying said lots free and clear of all encumbrances.

Fifth. If a buyer allows said weekly payments on the said lots to become delinquent for more than four weeks, the seller may, at his option either declare the entire balance of the purchase price due and collectable or rescind this contract and in the event of such rescission all payments already made by the buyer shall be taken, and retained by the seller, not as a penalty but as and for liquidated damages for the breach of this contract and the failure of said seller to exercise such option at the time of any default shall not operate to bar or abridge his right to exercise such option upon any subsequent default of the buyer. It is agreed that a letter addressed to the buyer at Fannie Ford, Tulsa Okla shall be sufficient notice of the exercise of such option by the seller.

Sixth. It is expressly agreed that the buyer may build upon or otherwise improve said lots and that any improvements made thereon shall become additional security for the residue of the purchase price of said property and that no improvements erected thereon shall be removed therefrom without the written consent of the seller.

Seventh. It is further agreed that in event of the conviction of the holder of this property in any court for the violation of the prohibitory or gambling laws of the State of Oklahoma or United States then all payments that have been made up to that time shall merely be considered as rent and the lot shall be holden by the seller only and all improvements shall revert to the seller as damages thereto to the property.

Executed this, the 5 day of Aug. 1921

Seller The South Haven Land Co.

By O. U. Schlegel

Buyer Mrs Fannie Ford

State of Oklahoma, )  
County of Tulsa ) SS.

On this 6th day of August 1924, before me, the undersigned Notary Public in and for said County and State, personally appeared Mrs. Fannie Ford to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.

My commission expires July 17, 1928 (Seal)

Chas A. Parker, Notary Public

Filed for record in Tulsa, Tulsa County, Oklahoma on August 6th, 1924 at 8.30 o'clock A. M. in Book 493 Page 39

Brady Brown, Deputy

(Seal)

O. G. Weaver, County Clerk