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CONTRACT FOR SALE OF REAL ESTATE

THIS AGREEMENT, Made and entered into on this 23rd day of June, 1924, by and between the SUNSET GARDENS COMPANY, a corporation of Tulsa, Oklahoma, party of the first part, and O. R. Smith of Tulsa, Tulsa County, Oklahoma, WITNESSETH:

That the party of the first part for and in consideration of the sum of Sixty-Nine Hundred Dollars (\$6,900.00), to be paid as hereinafter stated hereby sells and agrees to convey to the party of the second part, his heirs or assigns, all of the following described property situated in Tulsa County, Oklahoma, to-wit:

Lot Six (6) in Block Ten (10) in Riverside Drive Addition to the City of Tulsa, Tulsa County, Oklahoma according to the Third Amended Plat thereof, and upon the payment of \$1500.00 Fifteen Hundred Dollars upon the purchase price, exclusive of interest, to execute and deliver to second party a general warranty deed conveying said premises to second party in fee simple, free, clear, and unincumbered, and accept the promissory negotiable note of second party for the balance of the purchase price, said note to be secured by a first mortgage on said premises executed by second party and his wife, said note to be paid in monthly installments after date in the sum of One Hundred Thirty Dollars (\$130.00) each and out of said payments interest at the rate of seven per cent per annum on the total deferred payments to date of payment shall be credited on said note as interest and the balance thereof shall be credited as a principal payment, and at the time of the execution of delivery of said deed, note and mortgage, first party shall deliver to second party an abstract of title brought down to date showing good title to said premises in first party, free from defects, clouds and encumbrances, except that if at said time the heirship of the original allottee, Moses Coney, a full-blood Creek Indian, and his heirs through whom title is descended, has not been Judicially determined, second party agrees to accept a Title Guarantee Policy insuring valid title in lieu thereof.

This sale is made on the following terms and conditions:

1. The party of the second party hereby purchases the aforesaid property and agrees to pay therefor the sum of Sixty-Nine Hundred Dollars (\$6900.00) as follows: One Hundred Dollars (\$100) in cash, the receipt of which is hereby acknowledged by first party and to pay the balance of the purchase price with interest at 7% per annum from this date in monthly installments of One Hundred Thirty Dollars (\$130.00), the first payment shall be paid on the first day of August, 1924, and a like payment on the first day of each succeeding month until the full purchase price is paid. After and when the sum of \$1500.00 of the principal has been paid and a note and mortgage given for the balance of the purchase price as above set forth, said monthly payments shall continue and be credited upon said note instead of upon this contract. Out of the monthly payments the first party shall deduct the interest at the rate of seven per cent (7%) per annum on the total deferred payments to date of each monthly payment and credit the same as interest, and the balance thereof shall then be credited as a principal payment on the purchased price of said property.

2. This contract is made subject to all the following restrictions, which restrictions are made a part hereof, and which shall be set forth in full in said general warranty deed conveying said property, and title to said property hereby and thereby to be conveyed shall be taken and held by second party his heirs or assigns, subject thereto and with the express agreement and obligation hereby assumed by second party bind upon himself, his heirs or assigns, to conform to and observe the same.

(A) This lot shall not within a period of Twenty (20) years from June 1st, 1924, be used for business, apartment house, duplex, or any other purpose whatsoever except for residential purposes only, and only one residence shall be built on each lot. No building of any kind