

#291251-CW.

C O N T R A C T

THIS CONTRACT AND AGREEMENT made and entered into this 25th day of May 1925, by and between T. W. Davis of Tulsa, Oklahoma hereinafter designated as the first party, and C. C. Mercer whose post office address is West Tulsa in the State of Oklahoma and who is hereinafter designated as the second party.

Witnesseth: That the said first party hereby agrees to convey to the said second party, and the said second party agrees to purchase from the said first party upon the terms and conditions hereinafter set out the following described premises, to-wit:

Lot 29 in Block 7 in the town of Garden City in Tulsa County, Oklahoma according to a survey and plat thereof on file and recorded in the office of the Register of Deeds in and for said Tulsa County.

The said second party hereby agrees to pay to the said first party as by way of purchase price for said property the sum of Six Hundred Eighty Dollars (\$680.00) payable as follows, to-wit: Twenty Dollars each the receipt of which is hereby acknowledged, and the remainder of said purchase price in the sum of Twenty Dollars, payable on the first Monday in each and every month, beginning with the month of June, 1925, said deferred payments to bear interest from date until paid at the rate of 8% per annum.

Said first party hereby contracts and agrees that, upon completion of said payments as above provided he will execute and deliver to said second party his heirs and assigns, a good and sufficient warranty deed conveying said premises and warranting the title to same against all encumbrances.

Party of the second part hereby agrees to pay all taxes and assessments for years 1925 and thereafter.

But is expressly agreed and understood, time is the essence of this contract, and that upon the failure of said second party to make any one or more of said above stipulated deferred payments at the time the same is due and payable as above provided, the said first party at his option may, by written notice mailed to the second party at his post office address above given, declare this contract terminated, and that upon his execution of his said option by mailing said notice as provided this contract shall thereby be forthwith terminated and held for naught, and that thereupon all the right, title, interest and estate of the said second party, his heirs and assigns in and to said premises, shall forthwith cease and be at an end, and the said first party may thereupon re-enter and take possession of said premises.

Witness our hands and seal the day and year first above written.

STATE OF OKLAHOMA,
COUNTY OF TULSA.

} SS.

T. W. Davis,
C. C. Mercer,

Before me, the undersigned, a Notary Public in and for said County and State, on this 25 day of May, 1925, personally appeared T. W. Davis and C. C. Mercer to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his 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 Oct. 16, 1928.

(Seal)

Mildred Turley, Notary Public.

Filed for record in Tulsa County, Tulsa, Oklahoma on June 23, 1925 at 1:45 P. M. o'clock
Recorded in book 493, page 638.

By Brady Brown, Deputy.

(Seal)

O. G. Waser, County Clerk.

67
62
493