

265979 C. J.

## LOT CONTRACT

THIS AGREEMENT, made and entered into this 23rd day of August, 1924 by and between John Moskowitz & Abe Smith & Rose Smith parties of the first part and L. W. Cecil of Tulsa, Okla. party of the second part.

WITNESSETH, That the parties of the first part agrees to sell, and the party of the second part agrees to pay for the following described real estate, to-wit: Lot Twelve (12) in block four (4) of the Peoria sub-division of Peoria Acres Addition of Tulsa County Addition to Tulsa Okla. according to the recorded plat thereof.

It is agreed by and between the parties hereto, that the purchase price of the above described lot 12 shall be Seven hundred fifty (750.00) Dollars, payable as follows, \$100.00 cash, this day paid, the receipt of which is hereby acknowledged, and twenty-six promissory notes payable monthly at twenty five dollars (25.00) each until paid.

The deferred payments are evidenced by 26 promissory notes of second party, of even date herewith, and which draw interest at the rate of 8 per cent per annum from their date until paid. Said notes are payable at The Central National Bank until further notice.

It is agreed and understood that time is the essence of this contract, and in event of default on the part of the party of the second part, or upon his failure to make either one or all of the said payments at the time same are due and payable, this contract shall, at the option of the parties of the first part be instantly terminated and the said party of the second part shall forfeit all payments made by him prior to such default; and all such payments so forfeited shall be retained by the said parties of the first part, as rental and in full liquidation of all damages by him sustained, and they shall have the right to re-enter and take possession of said premises without being liable in any action therefor.

When all the payments called for under this agreement shall have been well and truly made, the parties of the first part agree to execute and deliver to party of the second part a good and sufficient Warranty deed to the above lot and they shall be free and clear of all incumbrances.

## Restrictions:

No less than a \$3500.00 home on front of said lot.

IN WITNESS WHEREOF, The parties hereto have hereunto set their hands this 23rd day of August, 1924.

Witness Harry Moskowitz  
Witness Lillian Moskowitz

John Moskowitz  
Lena Moskowitz  
Party of First Part.  
Rose Smith  
Abe Smith  
Party of Second Part.  
L. W. Cecil

STATE OF OKLAHOMA, )  
County of Tulsa ) SS.

on This 25 day of August A. D. 1924, before me, the undersigned, a Notary Public in and for said County and State aforesaid, personally appeared John Moskowitz & John Moskowitz his wife Abe Smith & Rose Smith his wife to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes herein set forth.

Given under my hand and seal of office the day and year last above written.

My Commission expires Jan 31, 1927 (SEAL)

Max Halff, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Aug 25, 1924 at 1:55 o'clock P. M. in

Book 494, page 265

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk