

Witness my hand and official seal the day and year above set forth.

(Seal) Mina E. Montgomery, Notary Public.

My commission expires April 18 1928.

Filed for record in Tulsa County, Okla. on Oct. 15, 1924, at 8:30 A.M. recorded in book 497, page 130, Brady Brown, Deputy.

(SEAL) O.G. Weaver, County Clerk.

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LOT CONTRACT.

This agreement made and entered into this 14th day of October, 1924, by and between T. E. Gage and Maggie D. Gage, his wife, parties of the first part, and G. F. Joiner and Ineze Joiner, his wife, parties of the second part.

Witnesseth, that the parties of the first part agree to sell, and the parties of the second part agrees to pay for the following described real estate, to-wit; Lot thirteen (13) in Perryman Heights addition to the City of Tulsa, Tulsa County, Oklahoma, according to recorded plat thereof.

It is agreed ^{and between} by the parties hereto, that the purchase price of the above described lot shall be three thousand (\$3000.00) dollars, payable as follows, \$150.00 cash this day paid, the receipt of which is hereby acknowledged, and balance is to be paid thirty (\$30.00) dollars per month, first payment due November 14th, 1924 and the same amount due each month on the 14th day of each succeeding month until the full amount is paid, all notes draw eight per cent per annum, interest to be paid on each note as it comes due at the time the note is paid.

The deferred payments are evidenced by 95 promissory notes of second party or 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 Exchange National Bank of Tulsa, Okla. to order of T. E. Gage.

It is agreed and understood that time is the essence of this contract, and in event of default on the part of the parties of the second part, or upon their 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 terminated and the said parties of the second part shall forfeit all payments made by them prior to such default; and all such payments so forfeited shall be retained by the said party of the first part, as rental and in full liquidation of all damages by him sustained, and he 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 agrees to execute and deliver to parties of the second part a good and sufficient warranty deed to the above lots and they shall be free and clear of all incumbrances, it is provided, however, that if any installment shall become delinquent for 30 days then the entire unpaid balance shall at once become due and payable. Parties of the second part is to keep the improvements insured against fire and tornado, in favor of first parties, and second parties are to keep all taxes paid on the above described property as they come due, this day one copy of this contract and the Warranty deed with the notes is to be placed in the Exchange National Bank of Tulsa, Okla. so that second parties can go there to make the payments and when all payments are made the said Bank is to turn deed over to second parties.

In witness whereof, the parties hereto have hereunto set their hands this fourteenth day of October, 1924.