

Witness my hand and the seal of said Court at Tulsa, Oklahoma, this 23 day of November 1909.

(SEAL)

W.W. Stuckey, Clerk of the District Court  
J.A. Laswell, D.C.

Filed for record at Tulsa Nov. 23 1909 at 9:15 o'clock A.M.

H.C. Walkley Register of Deeds (SEAL)

LOT CONTRACT

COMPARED

THIS AGREEMENT, Made and entered into this 20th day of November 1909, by and between F.A. Gillespie, of Tulsa, Oklahoma, party of the first part and W.M. Fleetwood party of the second part.

(WITNESSETH, That the party of the first part agrees to sell and convey, and the party of the second part agrees to buy, the following described real estate, to-wit:

Lot (4) Four in Block (2) two of "Oak Grove" addition to Tulsa, according to the plat thereof filed and of record in the office of the Register of Deeds of Tulsa County, Oklahoma.)

It is agreed by and between the parties hereto, that the price of the above described premises shall be \$-----\$800.00 payable, as follows, \$266.68 cash, the receipt of which is hereby acknowledged, and the balance in two equal payments on six and twelve months time or before respectively; the deferred payments are evidenced by 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, of Tulsa, Oklahoma.

It is further covenanted and agreed by and between the parties hereto that the following covenants of this contract shall be limitations in said warranty deed, to-wit:

First. That no house shall be erected on said premises which shall cost less than Two Thousand Dollars.

Second. That second party shall pay all taxes assessed, or to be assessed on said premises.

Third. That the above premises shall never be sold to a negro.

When all the payments covenanted for under this agreement shall have been well and truly made, the party of the first part agrees to execute and deliver to the party of the second part a good and sufficient Warranty Deed to the above premises and they shall be free and clear from all encumbrances.

Should the party of the second part fail for a period of thirty (30) days to make the payments as above stipulated, then this contract shall be null and void and the sums paid shall be construed as stipulated and liquidated damages, and the party of the first part his heirs or assigns shall have the right to immediate possession of said premises, without legal process, and without liability.

This contract shall not be assigned without the written consent of the party of the first part endorsed hereon.