

A G R E E M E N T.

THIS CONTRACT AND AGREEMENT, made by and between Grace McHenry, a single woman, party of the first part, in the City of Tulsa, Tulsa County, State of Oklahoma, and A. C. Fonda of Galveston Texas, party of the second part:

WITNESSETH: THAT, WHEREAS, The party of the first part has purchased from L. C. Wells and Ralsa F. Morley for the sum of Five Thousand (\$5,000.00) Dollars, the following described premises in the said City of Tulsa, Tulsa County, State of Oklahoma, to-wit:

That part of Lot One (1), Block One Hundred and Forty Seven (147) in the townsite of Tulsa, having a frontage of Fifty (50) feet on South Cincinnati Street and a uniform width of Fifty (50) feet lying parallel and adjoining Lot Two (2) in said Block One Hundred and Forty Seven (147); the said tract of land being a rectangular tract fifty (50) feet by One Hundred and Forty (140) feet, and commonly described as the South Half of Lot One (1) in said Block One Hundred and Forty Seven (147); and except a tract Twenty Five feet North and South by forty feet East and West, N.W. corner of said half lot.

WHEREAS, the terms of the said purchase by the said party of the first part require the payment by her of the sum of Two Hundred (\$200.00) Dollars in cash, the balance to be paid in Sixty Four (64) monthly payments of Seventy Five (\$75.00) Dollars each, the first twelve (12) payments being without interest and the balance at ten per cent. (10%) per annum; and,

WHEREAS, The said party of the second part desires to purchase said premises from the said Grace McHenry, the party of the first part, and to lease said premises to the said party of the first part, it is hereby covenanted and agreed that the party of the first part does hereby sell and convey to the party of the second part all of her right, title and interest in and to the premises aforesaid under the said contract, and otherwise for the sum of Five Thousand (\$5000.00) Dollars, and the party of the second part, in consideration thereof, agrees to pay to the party of the first part the sum of Two Hundred (\$200.00) Dollars in cash, the receipt of which is hereby acknowledged, and the party of the second part assumes and agrees to pay each and all of the aforementioned sixty four (64) monthly payments of Seventy Five (\$75.00) Dollars each, together with interest thereon as provided by the contract aforesaid.

It is further agreed that the party of the second part shall and does hereby let, lease and demise to the party of the first part the premises aforesaid for the stipulated rental of Fifty Five (\$55.00) Dollars per month payable by the said party of the first part to the said party of the second part, in advance, for each and every month. Said lease to commence on the 23 day of Sept. 1909, and to continue for a space of : year to years from said date.

The party of the first part agrees to make, execute and deliver to the party of the second part a good and sufficient warranty deed to said premises, subject to said unpaid installments and subject to taxes hereinafter levied and assessed whenever the said L. C. Wells and Ralsa F. Morley shall convey said premises to the party of the first part, and the party of the first part further agrees to execute and deliver such other or further instrument of conveyance, or otherwise, as may be desired and requested by the party of the second part in further assurance of title.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, on this 23rd, day of August 1909.

Grace McHenry, Party of the First Part.

A. C. Fonda, Party of the second part.