

REAL ESTATE CONTRACT.

ARTICLES OF AGREEMENT, Made this 21st, day of June 1909, between Charles W. Grimes, Trustee, party of the first part, and W. A. Downey, party of the second part.

WITNESSETH: That if the party of the second part shall first make the payments and perform the covenants hereinafter mentioned on his part to be made, the said party of the first part hereby agrees to convey to the said party of the second part, in Fee Simple clear of all incumbrances whatever, by a good and sufficient warranty deed, the following described real estate in Tulsa County, State of Oklahoma, to-wit:

Lot Numbered Thirteen (13) Block numbered Two (2) Midway Addition to the City of Tulsa, Oklahoma.

Provided, Always, that this agreement and any of the covenants herein contained, are subject to conditions and reservations binding upon the parties, their heirs and assigns that in no event shall second party, his heirs and assigns, erect upon any portion of the premises herein described, a building to be used for residence purposes costing less than Eight Hundred Dollars (\$800.00) Dollars.

And the party of the second part agrees to pay to the said party of the first part the sum of Five Hundred and Seventy Five Dollars, without any relief whatever from valuation or appraisement laws, with attorney's fees in the following manner, to-wit:

Cash \$191.67, the receipt of which is hereby acknowledged. 1 Note for \$191.67 payable on December 21st, 1909, interest at 8% 1 Note for 191.66 payable on June 21st, 1910 interest at 8%, with interest at the rate of 8 per centum per annum, payable annually on the whole sum remaining from time to time unpaid, and to pay all taxes, assessments or impositions that may be legally levied upon said land subsequent to the year 1908, and in case of failure of the said party of the second part to make either of the payments or any part thereof, or perform any of the covenants on his part hereby made and entered into at any time and in the manner herein provided, this contract shall become and is hereby made a lease of the above described tract, from first party hereto to second party and the payments herein provided for shall be and are hereby made a rental of said premises for the several terms between the times of said payments and upon such failure this contract shall, at the option of the party of the first part, be forfeited and determined and the party of the second part shall forfeit all payments made by him on this contract and such payments may be retained by the said party of the first part in full satisfaction and in liquidation of all damages by him sustained and he shall have the right to reenter and take possession of the premises aforesaid without notice.

Second party shall also procure insurance on the building or buildings now on said land; or that shall be hereafter erected on said land, for such sum as the same can be insured for, not to exceed the amount due on this contract, in some good company or companies, to be selected by first party, such insurance to be for the benefit and for the further security of first party.

IT IS MUTUALLY AGREED by and between the parties hereto, that the time of payment shall be the essence of this contract; and that all the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

IN WITNESS WHEREOF THE SAID Charles W. Grimes, Trustee and W. A. Downey have hereunto set their hands this 21st day of June A. D. 1909.

Signed, Sealed and Delivered in presence of:

Charles W. Grimes, Trustee (SEAL)

W. A. Downey

(SEAL)