

to me that he had executed the same for the consideration and purposes therein named and set forth.

Witness my hand and official seal the day and year last above written.

(Seal)

John D. Wakely, Notary Public.

My commission expires Nov. 29, 1911.

Filed for record at Tulsa, Okla. Mar. 22, 1910 at 9:25 o'clock A. M.

H. C. Walkley, Register of Deeds (Seal)

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COMPARED

Lot Contract.

THIS AGREEMENT, Made and entered into this 21 day of March, 1910, by and between F. A. Gillespie, of Tulsa, Oklahoma party of the first part and Miss Florence Stevens part--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:

Lots 19 and 20 in Block 8 of "Oak Grove" addition to Tulsa, Oklahoma, 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 \$1500.00 payable as follows: \$250.00 cash, the receipt of which is hereby acknowledged \$250.00 90 days from date and the balance in two equal payments on six and twelve months time, respectively; the deferred payments are evidence by promisory 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 encumbrance.

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~~, 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.

In witness whereof the parties hereto have hereunto set their hands this 21 day of March, 1910.

F. A. Gillespie

Florence Stevens.