

UNITED STATES OF AMERICA, )  
 WESTERN DISTRICT, ) SS.  
 INDIAN TERRITORY.

Be It Remembered, That on this day came before me the undersigned, a Notary Public within and for the Western District of Indian Territory aforesaid, duly commissioned and acting, James E. Hopkins, Vice President of the Illinois Townsite Company, a corporation, to me known as the the vice president of the grantor in the foregoing deed and stated that he had executed the same for the consideration and purposes therein mentioned and set forth, as the free and voluntary act and deed of said grantor, by authority of the Board of Directors of said grantor.

Witness My hand and Notarial Seal, this 17th day of October 1907.

Herschel B. Hamilton, Notary Public.

(Seal)

My commission Expires April 5, 1910.

Filed for record at Tulsa, Okla. Mar. 24, 1910 at 1:10 o'clock P. M.

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

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REAL ESTATE CONTRACT.

COMPARED

ARTICLES OF AGREEMENT, Made this 24th day of March 1910, between Charles W. Grimes, Trustee, party of the first part, and Anton Komma 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 One (1) in Block Numbered Two (2)

Midway Addition to the City of Tulsa, Oklahoma.

Provided always, that this agreement, and <sup>any</sup> of the covenants herein contained, are subject to condition and reservation binding upon the parties, their heirs and assigns, that in no event shall the 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 (\$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 Fifty Dollars, without any relief whatever from valuation or appraisement laws, with attorney's fees, in the following manner, to-wit:

Tocash \$137.50 the receipt of which is hereby acknowledged.

1 Note 137.50, due in 6 months, interest at 8% from date/

1 " 137.50 " " 12 " " " 8% " "

1 " 137.50 " " 18 " " " 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 1909 And in case of the 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 the 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 for said premises, for the several terms <sup>between the time</sup> of said payments, and upon such failure this contract shall, at the option of the party of the