

day of February, 1909, personally appeared R. W. Wellough and J. F. Wade, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

witness my hand and seal the day and year above set forth.

(seal)

Guy L. Reed, Notary Public.

My commission expires Aug. 21, 1912.

filed for record Feb. 11, 1910 at 11:55 o'clock A. M.

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

CONTRACT. #32.

THIS AGREEMENT made and entered into, this 1st day of October, 1909, by and between J. F. Grosbie, party of the first part, and R. W. Wellough, party of the second part,

WITNESSETH: In consideration of the sum of \$175.00 dollars in hand paid, and for the additional sums hereinbelow designated as payments, the party of the first part hereby contracts and agrees with the party of the second part upon the completion of the purchase price of the payments, to be made by the party of the second part as hereinafter stipulated and set forth, to deliver unto the party of the second part a good and sufficeint warranty deed in and to the following described tract of land, to-wit:

Lot #7 Block #11. in the Grosbie Heights addition to the city of Tulsa, Oklahoma, according to the plat thereof.

That the party of the second part contracts and agrees to pay the additional sums hereinafter stipulated to-wit:

\$131.25 on or before April 1st, 1910

\$131.25 on or before Oct. 1st 1910.

\$131.25 on or before April 1st, 1911.

\$131.25 on or before Oct. 1st 1911.

Making the total price for said premises, the sum of \$700.00 dollars.

It is further understood by and between the parties hereto that the following covenants and agreements are a part of this contract and shall be limitations in said warranty deed to-wit:

FIRST:--that no house shall be erected on any lot fronting Olympia Avenue which shall cost less than \$2,500.00 and no house shall be erected on any other lot costing less than \$1,500.00.

SECOND:-- The premises shall never be sold to any negro.

It is further understood and agreed by and between the parties hereto as follows, to-wit:

That at least one-fourth (1/4) of the purchase price of said premises shall be paid in cash.

That all deferred payments shall draw six-percent. interest from date.

That the second party herein shall pay all taxes and assessments levied against this property from this date.