

acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein contained and expressed, and I do so certify.

(seal)

A.B. Davis, Notary Public.

My commission expires Nov. 26, 1911.

Filed for record at Tulsa, Okla June 10, 1910 at 9 o'clock A.M.

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

CONTRACT.

COMPARED

THIS AGREEMENT, made and entered into this 1st day of March, 1910, by and between Mary D. Kreager and H.A. Kreager, her husband, of Tulsa, Oklahoma, parties of the first part and Minnie-M. Barnett, of Tulsa, Oklahoma, party of the second part, Witnesseth:

That the parties of the first part on the conditions and for the considerations hereinafter mentioned; agree to sell and convey to the party of the second part the following described real estate, situated in the County of Tulsa, State of Oklahoma, to-wit: West half (1/2) lots five (5) and Six (6) Block Three (3) Oaklawn Addition to the city of Tulsa,

The consideration for which parties of the first part agree to sell and convey said real estate are as follows, to-wit: The payment to parties of the first part by party of the second part of the sum of twelve hundred (\$1200.00) dollars, as follows: Twenty dollars cash in hand paid, the receipt of which is hereby acknowledged and the balance in payments of twenty (\$20.00) dollars each, payable on the 1st day of each month hereafter until the entire amount above named has been fully paid, *on March 1st of each year at the rate of eight (8) per cent* with interest computed for one year on the amount due per annum, due and payable on the 1st day of March following, and if such interest is not paid when due to become as principal and bear the same rate of interest.

For a further consideration it is understood and agreed that party of the second part shall pay all taxes and assessments against the above described property when the same shall become due, according to law and shall keep all buildings on the said land fully insured against fire and tornado for the full period of this contract, policies to be endorsed by and made payable to Mary D. Kreager "as her interest may appear" and deposit in escrow with a copy of this contract and deed hereinafter mentioned.

It is further understood and agreed, that in case party of the second part fails or neglects to make payment of any sums of money hereinbefore mentioned when the same shall become due and payable according to the terms of this contract or neglects to perform any condition imposed upon said second party, by the terms of this contract, that upon such default on the part of the party of the second part this contract shall cease to be binding on the parties of the first part, at the option of the parties of the first part and all payments made hereon prior to such default shall be forfeited to parties of the first part for the use and occupancy of the above described property and party of the second part agrees to give parties of the first part immediate possession of said property upon notice to party of the second part in writing that party of the first part declare this contract abrogated and party of the second part hereby appoints the bank with which this escrow is deposited to-wit: the Bank of Commerce of Tulsa, Oklahoma, her agents for the purpose of