

executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and notarial seal the day and year first above written.

(SEAL)

W. H. Kiser, notary public.

My commission expires June 11th, 1913.

Filed for record at Tulsa, Okla., Jan 10, 1911, at 1:15 P. M.

H. C. Walkley, register of deeds. (SEAL)

CONTRACT.

COMPARED

This article of agreement made and entered into this 6th day of December, 1910, by and between Allice Shutt of Tulsa, Tulsa County, Oklahoma, party of the first part, and Rebecca Beade, of Tulsa, Tulsa County, Oklahoma, party of the second part, witnesseth:

That for and in consideration of the amount hereafter mentioned the party of the first does hereby contract and agree to ~~sell~~ <sup>sell</sup> and convey unto the party of the second party, her heirs and assigns, all of the real estate situated in Tulsa, Tulsa County, Oklahoma, described as follows:

All of lot two (2) in Block seven (7) in Midway Addition to the city of Tulsa.

Consideration twelve hundred fifty (\$1250.00) Dollars to be paid by the party of the second part in the manner following:

Fifteen Dollars paid by the party of the second part unto the party of the first part, the receipt of which is hereby acknowledged, to bind this contract and to be applied upon the purchase price; One hundred thirty-five (\$135.00) Dollars to be paid on or before thirty (30) days; Fifty (\$50.00) Dollars to be paid on or before sixty (60) days; Party of the second part agrees to assume one certain mortgage held by Mrs. M. Wilkinson for \$1000.00, running for three (3) years from June 1st, 1910, at interest at the rate of 8% per annum; Five Hundred (\$500.00) Dollars of this mortgage is to be paid off by the party of the first part on or before sixty (60) days, which Five Hundred (\$500.00) Dollars is due party of the first part from a certain insurance company to cover loss of dwelling by fire on the 8th day of November, 1910. Said Five Hundred (\$500.00) Dollars are to be paid to the said Mrs. Wilkinson and same is to be credited upon note of \$1000.00. The remaining equity of the party of the first part amounting to Five Hundred Fifty (\$550.00) Dollars after the above payments are made shall be paid by the party of the second part to the party of the first part in the manner following: Twenty (\$20.00) Dollars per month beginning from January 1st, 1911, to be paid in advance each and every month until the said Five Hundred fifty (\$550.00) Dollars are paid including 8% interest payable annually. The said payments of Twenty (\$20.00) Dollars per month are to be paid by the party of the second part to the credit of the party of the first part at the Bank of Oklahoma. Said party of the first part agrees to this day to execute and deliver to the State Bank of Oklahoma, a good and sufficient warranty deed to be held by them until the party of the second part makes each and all of the payments to be made by them, then said State Bank of Oklahoma are authorized to turn over to the party of the second part the said warranty deed.

This contract is to be made an instrument of record.

If the party of the second part fails to make any or all of the payments above mentioned and is delinquent for ninety (90) days, then the party of the first part shall have the right to declare this contract null and void and to hold the money paid the party of the first part for liquidation of damages sustained by her.

Should the party of the second part fail to keep said payments to be made by her