

State of Oklahoma Tulsa County, SS.

Before me, the undersigned Notary Public in and for said county and state, on the 12th day of January, 1911, Personally appeared Katie Johnson made to me known to be the identical Person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and Purposes therein set forth.

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

(SEAL)

F. S. Hurd, notary Public.

My commission expires Jan 21, 1911.

Filed for record at Tulsa, Okla., Jan 14, 1911, at 8:00 A. M.

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

CONTRACT FOR DEED.

This agreement, made and entered into in duplicate this 13th day of January 1911, by and between Midland Townsite Company, of Muskogee Oklahoma, Party of the first part, and W. E. Privett, of Bixby, Oklahoma, Party of the second part;

Witnesseth, that the Party of the first Part, for and in consideration of the sum of two hundred twenty five and no/100 Dollars (\$225.00) to be Paid as hereinafter provided, hereby contracts and agrees to sell to the Party of the second part the following described real Property and Premises, situate in Tulsa County, state of Oklahoma, to-wit:

Lots seven (7), eight (8) and nine (9) in block numbered ten (10), Midland

Addition to the town of Bixby, Oklahoma according to the Plat of said town.

the Part of the second Part to pay all taxes against said Property and Premises from the date of this contract.

The said consideration shall be paid to the Party of the first part by the Party of the second Part as follows: Fifty Dollars (\$50.00) cash in hand, the receipt of which is hereby acknowledged by the Party of the first part, and one hundred seventy five Dollars (\$175.00) in quarterly ^{monthly payments} payments of Dollars, each, and ---- monthly Payment of Dollars, each, said quarterly Payments being evidenced by four Promissory notes of even date herewith, Payable to the Party of the first Part, or order, at 606 Flynn-Ames Bld, Muskogee, Oklahoma, with interest at eight Per cent Per annum after date until Paid, and ten per cent on the entire amount as attorney's fees if placed in the hands of an attorney for collection or suit is filed thereon.

Upon full compliance with the terms and conditions of this contract by the Party of the second Part, the Part of the first Part agrees to deliver to the Party of the second Part a good and sufficient warranty deed to the Property and Premises above described.

It is further agreed by and between the parties hereto that time is the essence of this contract and that the failure to make any Payment when due or the failure to pay taxes as hereinbefore Provided shall cause a forfeiture of this contract and a forfeiture to the Part of the first Part, as liquidated damages for non-compliance herewith of any such sum or sums of money as may have been paid under this agreement and all other rights or interests arising to said Party of the second Part hereunder.

The Promises, covenants and agreements of the contract shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

In witness whereof, we have hereunto set our hands the day and year first above written

Midland Townsite Co. J. W. Feamer,
Party of the first part.

W. E. Privett,
Party of the second Part.

Filed for record at Tulsa, Okla., Jan. 14, 1911, at 8:00 A. M.

H. C. Walkley, Reg. of deeds. (seal)