

and for said county and state, personally appeared Chas H. Simon, a single person, and who is personally to me known to be the identical person who executed the withinand foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes thereinset forth.

In testimony whereof, I have hereunto set my hand and affixed my official seal on the day and date last above written.

(SEAL)

Chas Halcy, notary public.

My notarial commission expires July 12 1913.

Filed for record at Tulsa, Okla., Feb 3, 1911, at 11:45 A. M.

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

COMPARED

CONTRACT FOR SALE OF REAL ESTATE.

This agreement, for the sale of real estate, made and entered into this 27th day of January, 1911, by and between Maudie & Lindsay Kinkaid of Tulsa, Tulsa county, Oklahoma party of the first part and C. H. Hatcher, Jr., of Tulsa, Tulsa county, Oklahoma, party of the second part.

Witnesseth, that the said party of the first part; for and in consideration of the sum of one dollar (\$1.00) to her in hand paid by C. H. Hatcher, Jr., and the further sum of (\$10500.00) ten thousand five hundred and no/100 dollars to be paid by the party of the second part as hereinafter set out; has contracted and agreed and does b/y this instrument contract and agree to sell and convey to the said party of the second part, the following described real estate, to-wit;

The north fifty feet (50) of lot number four (4) in block number forty one (41) in the original townsite of the city of Tulsa, and the south fifty (50) feet of lot number five (5) in block number forty one (41) in the original townsite of the city of Tulsa, county of Tulsa, and state of Oklahoma.

And the said party of the first part he-reby binds herself and agrees to give a general warranty deed of conveyance and agrees to transfer and deliver to said party of the second part a good, perfect and marketable title in and to said above described real estate and to furnish party of the second part with an abstract showing a good, perfect and marketable title to said real estate in the said party of the first part. Provided that the said party of the second part pay the party of the first part the purchase price of \$10500.00 as herein set out below, party of first part to pay all back taxes.

And the said party of the second part hereby and by this instrument binds himself and agrees to pay said party of the first part the purchase price of \$10500.00 as follows, to-wit;

The said party of the second part is to take said real estate and hereby binds himself and agrees to take said real estate subject to any and all lawful mortgages now of record against said real estate above described and after deducting the amount of all the lawful mortgages, now of record against said real estate, added together; from the purchase price of \$10500.00 the said party of the second part, hereby binds himself and agrees to pay to the party of the first part the remainder of the purchase price of \$10500.00 after the amount of all mortgages now of record have been added together and subtracted from the said purchase price on the delivery of a general warranty deed to said above described real estate; provided that the party of the second part shall have ninety days from date in which to examine the title to said real estate and pay to party of the first part the remainder of the purchase price after subtracting the added amounts of all mortgages now of record against said real estate.