

CONTRACT

WHEREAS, Ronald J. Garst and T. Anne Garst, herwin-
after called parties of the first part and owners of property
in College Park Addition to Oklahoma City, Oklahoma, and
contemplate selling the same.

AND WHEREAS, R. C. McCormick, a single person, party
of the second part contemplates buying the said property on
the conditions hereinafter stated:

Parties of the first part agree to sell all of the following
lots to party of the second part at \$90.00 (ninety dollars)

All of lots 1 to 4, and 7 to 24 inclusive, Block 2

All of lots 7 to 13, 15 to 24, 27 to 32, 45 to 48 inclusive,
Block 15.

All of lots 10 to 15, 24 to 33, 36 to 39, inclusive, Block 16.

All of lots 7 to 9, 12 to 15, 24 to 29 and 38 to 43 inclusive,
Block 17.

All of lots 1 to 6, inclusive, 9, 10, 19, 20, 31 to 36 inclusive
and 41 and 42, Block 18.

Parties of the first part agree to sell all of the following
lots to party of the second part at \$50.00 (fifty dollars) each:

All of lots 1 to 4, 11 to 24, 33 to 36, inclusive and 43
and 44, in Block 14.

All of lots 1 to 4, 9 to 12, 17, 18, 21 to 24, 27 to 30,
33 to 48, inclusive, in Block 19.

All of lots 1 to 12, 15, 16, 21, 22, 25 to 28, 31 to 43
inclusive in Block 20.

All of lots 1 to 28, and 33 to 36 inclusive, in Block 29.

All of lots 1 to 16, 21 to 42, and 45 to 48 inclusive in
Block 30.

All of lots 5 to 13, 21 to 24, 35 to 40, 43 to 48, inclusive
and lot 14, in Block 31.

All of lots 11, 12, 19, and 20 in Block 34.

All of lots 11 to 48 inclusive in Block 35.

All of lots 5, 6, 9, 10, 13 to 16, and 21 to 48 inclusive in
Block 36.

All of lots 1 to 48 inclusive in Block 46.

All of lots 1, 3, 6, 13 to 18, 21 to 24, 37 to 47 inclusive
in Block 47.

All of lots 25 to 28, and 37 to 48 inclusive, in Block 48.

All of lots 1 to 4, 7 to 10, 13 to 48 inclusive, in Block 51.

All of lots 1 to 10, 15 to 18, 21 to 24, 27 to 39, 42 to 45,
inclusive in Block 52.

All of lots 5 to 21, 23 to 25, 27 to 32, 34 to 48 inclusive
in Block 53.

First parties agree to furnish master abstract to the second party. It is distinctly agreed and understood between the parties hereto that the first parties are not obligated and shall not furnish any abstract for any of the individual buyers whom the second party might sell to. The first parties shall furnish warranty deeds for any lots when it is paid for in full.

The second party agrees to furnish roads as development progresses and has a right to put in all utility and improvements that he so desires. But, it is further agreed and understood between the parties that he shall not assess the first parties for any improvements on the said property.

It is further agreed and understood between the parties that the second party shall sell at least 120 lots a year on conditions hereinafter stated:

In case the second party fails to make the sale of 120 lots in any year during the time this contract is in effect, the first parties may, at their discretion, declare in writing that this contract of sale is at end and will not be bound by any further sales of the second party after the date of the written notice of the first parties.

The second party must secure as his down payment to cover his profit over and above the \$90.00 for the lots heretofore designated and second party will secure sufficient down payment to cover his profit on the \$50.00 lots heretofore designated. The first parties agree to take the notes and first mortgages on the balance due on the said lots, the notes and mortgages may be made to extend over a period of 18 months at 6% interest. The amortization dates shall be on January 1, and June 1, of each year until the note and mortgage is paid off.

It is further agreed and understood that up to November 1 of each year the buyer of the lots shall pay the taxes on the said lots for that year. After November 1st, the first parties shall pay the taxes on the said lots for that year.

It is further agreed and understood between all parties hereto that all mineral interest owned by first parties is to be included with the surface on the West-Half of the quarter section hereto. It is further agreed and understood between all parties hereto that first parties are to retain all mineral interests and leases with the right

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to lease for oil and gas on the East-Half of the quarter section in question for a period not longer than 10 years. With the expiration of the said 10 years all interest owned by the first parties shall revert to the record title owners of the property in question.

It is further agreed and understood between the parties that the first parties shall institute proceedings to clear up title of lots in question. And whereby, if court orders make it impossible for first parties to clear up some of the property in question, by quiet title suit, then the lots in question shall be omitted from this contract and shall not be considered for sale by the first parties or the second party hereto.

It is further agreed and understood between the parties hereto that the following property shall not be included in this contract:

All of lots 25 to 28, 31 to 34, 41 to 44 inclusive, in Block 2.

All of lots in Block 4.

All of lots in Block 13.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 6 day of April, 1948.

[Handwritten notes and scribbles]

Ronald J. Garst
1 Anne Garst
Parties of the First Part

R. C. McCormick
Party of the Second Part

STATE OF OKLAHOMA) ss
COUNTY OF OKLAHOMA

Before me the undersigned, a Notary Public, in and for said County and State, on this APR 6 1948, 1948, personally appeared *Ronald J. Garst - 1 Anne Garst - R. C. McCormick* 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.

Given under my hand and seal the day and year last above written.
My Commission expires

Noel Atkins
Notary Public

My Commission Expires Feb. 15, 1950



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