

and intent, and by and at the times mentioned, and to the full and complete satisfaction of M. C. Cross, architect, do hereby agree to pay first party the sum of Sixty Three Thousand (\$63,000.00) Dollars lawful money of the United States, on certificates of architect, from time to time, as the work progresses, to wit:

Eighty (80%) per cent of the estimated value of material delivered to site, and material and labor satisfactorily incorporated into building, on certificates of the architect, issued on the first day of each month; and the Twenty (20%) per cent balance on satisfactory completion and acceptance of the entire work, after the expiration of 60 days.

It is agreed by the parties, that 20 percent of the contract price shall be held by the owners as security for the faithful completion of the work, and may be applied, under the direction of the architect in the liquidation of any damages under this contract; furnishing to the owners a release from any liens or right of liens, also a sworn statement as required by law, before commencing work on this contract and hereby acknowledges receipt of notice to furnish same.

It is further agreed that all work exhibited or provided to be done in the plans or drawings, and not mentioned in the specifications, or vice versa, shall be executed and performed in like manner as if the same were fully mentioned and described in each thereof, respectfully, without extra charge.

It is also agreed that said parties of the second part may make all alterations by adding, omitting or deviating from the aforesaid plans, drawings and specifications, or either of them, which they shall deem proper and the said architect shall advise, without impairing the validity of this contract, and in all such cases the said architect, shall value or appraise such alteration, and add to or deduct from the amount herein agreed to be paid to the said first party the excess or deficiency occasioned by such alteration, but should any dispute arise respecting the true value of any work added or omitted, by the contractor, the same shall be arbitrated by three disinterested persons selected in the customary and usual manner, shall be final and binding on all parties. Each party paying one half of the fee. It is further agreed that in case any difference of opinion shall arise between said parties in relation to the contract, the work to be or that has been performed under it or in relation to the plans, drawings and specifications hereto annexed, the decision of M. C. Cross, the architect, shall be final and binding upon all parties hereto.

It is further mutually agreed between the parties hereto that no certificate given or payment made under this contract except the final certificate or final payment, shall be conclusive evidence of the performance of this contract, either wholly or in part, against any claim of the owners and no payment shall be construed to be an acceptance of any defective work.

It is further agreed should the contractor fail to finish the work at the time agreed upon, he shall pay to or allow the owner, by way of liquidated damages the sum of twenty five (\$25.00) Dollars per diem, for each and every day thereafter the said works shall remain incomplete, subject to the right of arbitration above mentioned.

It is further agreed that the parties of the second part shall not in any manner be answerable or accountable for any violation of the city ordinances, or any loss or damages arising from negligence or carelessness of the first party to any person or persons and their property (loss or damage by fire excepted); also that all the foreign conditions and stipulations shall be mutually binding upon executors, administrators and assigns.

IN WITNESS WHEREOF, The said parties have hereunto set their hands and seals the day and year first above written.

O. D. Lawson,  
County Clerk.

S E A L.

F. M. Wooden, (Seal)

Chairman Board of County Commissioners.

I. J. Buck, Contractor.

B O N D.

KNOW ALL MEN BY THESE PRESENTS:

That we, I. J. Buck, J. W. Young, W. I. Reneau, and J. Constantin of the City of Tulsa, County of Tulsa, State of Oklahoma, are held and firmly bound unto Board of County Commissioners of said county and State as well as to all persons who may become entitled to liens under the contract hereinbefore mentioned, in the sum of Sixty Three Thousand Dollars Lawful money of the United States of America, to be paid to the said Board of Commissioners of Tulsa County, and to said parties who may be entitled to liens, their executors, administrators and assigns; for which payment well and truly to be made we bind ourselves, one and each of our heirs, executors, administrators, jointly and severally by these presents.

Sealed with our seals and dated this 9th day of December, 1920.

The condition of this obligation is such that if the above bounden I. J. Buck, his executors, administrators or assigns shall in all things, stand to and abide by and well and truly keep and perform the covenants, conditions and agreements in above mentioned contract, entered into by and between the said I. J. Buck and the said Board of Commissioners of Tulsa County dated on the 7th day of December, 1920. for the consideration of the work