

to the first parties, as attorneys' fees ten per cent of the total amount due under this contract. In case suit is brought on any or all of said installments it is hereby agreed that time is of the essence of this contract and that if said second party shall fail or make default in the payment of said installments or any of them when due as above specified then in such case all payments previously made hereunder shall be forfeited unto the parties of the first part and this contract shall thereupon be void.

Upon payment of the full consideration, including all deferred payments, and interest thereon, as herein provided the parties of the first part shall execute and deliver a warranty deed conveying the above described and locate to the party of the second party. The provisions of this contract shall inure to and be binding upon the successors and assigns of the first parties and the heirs, assigns and legal representatives of the second party.

In witness whereof the said parties have signed this contract on the day and year first above written.

Josiah G. Davis

A. L. Fink

John R. Steele

State of Oklahoma

Chick County

Before me the undersigned a notary public in and for said County and State on this 14th day of February 1908 personally appeared Josiah G. Davis, A. L. Fink and John R. Steele to me known to be the identical persons who.

explained 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. My commission expires the 1st day of May 1909.