It is further agreed between the parties hereto that if default is made in the payments as above agreed by the said second parties and the payment of all taxes, assessments and charges when they become due, the first party may at her option declare this contract forfeither upon Sixty (60) days notice given to the second parties, their heir or assigns; thereupon the said parties of the second part shall give up their possession of the above described premises, and all moneys paid may be considered as mentals for the use and occupancy of the said property, and the said party of the first nert may dispose of the said property to any other person or persons, the same as if this contract had never been made, or take possession of it, free and clear from any claim whatsoever of the said parties of the second part.

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It is expressly agreed between the parties hereto that the said second parties shall not assign their right, title and interest in the said property by virtue of this agreement, unless the same is approved by the said party of the first part. It is mutually agreed between the parties hereto that a Warranty Deed shall be executed by the party of the first part, and placed in escrow, in the Producers National Bank of Tulsa, Oklahoma, with a copy of this contract, and to be delivered to the parties of the second part when the amount stipulated in this contract is paid.

This contract shall be binding upon the executors heirs, administrators and assigns of both parties hereto.

In Witness Whereof the parties have hereunto set their hands the day and year first above mentioned.

> annie E.Smith First party. J. G. Partridge Mamie Partridge

State of Oklahoma County of Tulsa,

Before me, the undersigned, a Notary Public, in and

for said County and State on this 24th day of August 1922, personally appeared Annie E. Smith a single woman 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 notarial seal the day and year last above written.

(SEAL) Elizabeth Bernhardt,

My Commission expires October 11th 1922

Notary Public.

Filed for record in Tulsa County, Tulsa, Oklahoma Mept . 6th 1922 at 11:25 O'clock A.M. Bock 416 page 111

By F. Delman Deputy

(SEAL) C.D. Lawson County Clerk