

appear. Said insurance to be kept in force during the life of this contract.

And the said party of the first part hereby agrees, on receiving the sums hereinbefore named and the interest thereon, at the time and in the manner hereinbefore mentioned, and upon the surrender of this agreement, to execute and deliver to the said party of the second part a good and sufficient warranty deed and abstract to said land, conveying to said second party a fee simple title to said premises, free and clear of all encumbrances existing against said premises at the date of this agreement.

And it is hereby mutually understood and agreed by and between the parties hereto, that time is the essence of this contract, and in case the said party of the second part shall fail to make the payments hereinbefore specified, or any of them, or the interest thereon, punctually upon the terms, and at the times herein stated, or fail to pay the taxes and assessments that may be levied and assessed against said land, before the same shall become delinquent, then this contract shall, so far as it may be binding upon the said parties of the first part, become absolutely null and void, and of no effect, and all the rights of the said party of the second part shall cease and determine. And the said party of the first part shall have the right immediately upon the failure of the said second party to comply with the terms of this contract, to enter upon said land and take immediate possession thereof, together with all of the improvements thereon.

And it is further mutually understood and agreed that in case the said party of the second part shall fail to comply with the terms of this contract, that any improvements placed upon said land by him during the existence of this contract, and any sums paid by the said party of the second part to the party of the first part, under and by virtue of this contract, shall be and belong to said party of the first part as liquidated damages and compensation to him for the failure of the party of the second part to comply with this contract, and as rent for the use and occupancy of said premises.

All payments to be made at the First National Bank of Tulsa, Oklahoma, which said bank is hereby empowered to receive and receipt for any and all payments made under the terms of said contract, and who are further authorized and instructed to deliver Warranty Deed to the said party of the second part, or his assigns, as specified herein.

In Witness Whereof, the parties hereto have hereunto set their hands and seals, in Triplicate this 18th day of October, 1922.

Geo. E. Turner
Party of the first part.
Miller J. Cowan
Party of the second part.

State of Oklahoma)
County of Tulsa.) SS:

On this 19th day of October, A. D. 1922, before me the undersigned Notary Public in and for the county and state aforesaid, personally appeared Geo. E. Turner and Miller J. Cowan, 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.

My commission expires Oct. 31, 1923)SEAL) Caroline Baker, Notary Public
Filed for record in Tulsa County, Tulsa Oklahoma, Oct 19, 1922 at 9:45 o'clock A. M.
in Book 427, page 87

By E. Delman, Deputy (SEAL) O. D. Lawson, County Clerk