

the receipt of which he hereby acknowledged, and twenty five (\$25.00) dollars on or before the first day of each month hereafter for twenty-three months at which time total amount of balance due on said lot shall become due and payable.

The deferred payments are evidenced by promissory notes signed by party of second part, of even date herewith, and which draw interest at the rate of eight per cent per annum from date until paid. Said notes are payable at office of the John H. Miller Company, Tulsa, Oklahoma.

It is agreed and understood that time is of the essence of this contract, and in event of default on the part of the parties of the second part, or upon their failure to make either one or all of said payments at the time, or within 60 days after same are due and payable, this contract shall at the option of the party of the first part be instantly terminated and the said parties of the second part shall forfeit all payments made by them prior to such default; and all such payments so forfeited shall be retained by the said party of the first part as rental and in full liquidation of all damages by him sustained and he shall have the right to re-enter and take possession of said premises without being liable in any action therefor.

When all payments called for under this agreement shall have been well and truly made the party of the first part agrees to execute and deliver to party of the second part a good and sufficient warranty deed signed by himself as trustee conveying above described lot to party of second part free and clear of all encumbrances to this date.

The party of the first part agree to further the party of the second part an abstract of title certified to date showing good the merchantable title to the above described property, except taxes general and special for the year 1923 and thereafter.

This contract is subject to the existing restrictions which are now on record covering this addition.

In witness whereof, the parties hereto have hereunto set their hands this 19th day of October, 1922.

John H. Miller, Trustee,
Party of the first part.

H. A. Schaffer, Party of the second part.

Subscribed and sworn to before me this 11st day of October, 1922,

(SEAL) Fay L. Hollis, Notary Public.

My commission expires April 24, 1926.

State of Oklahoma)
County of Tulsa) SS

Before me, the undersigned Notary public in and for said County and State, on this 19th day of October, 1922, personally appeared John H. Miller Trustee to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes set forth.

Witness whereof, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

(SEAL) Fay L. Hollis, Notary Public

My commission expires April 24, 1926.

Filed for record in Tulsa County, Okla. on Oct. 24, 1922, at 10:45 A.M. and duly