

Second parties hereby agree to pay unto first party the sum of Nine Hundred and no/100 dollars (\$900.00) in consideration for the conveyance to them of the title to the above described real estate, Fifty and no/100 dollars (\$50.00) to be paid in cash at the date hereof, receipt of which is hereby acknowledged by first party; and the remainder of said purchase price to be paid in monthly installments of Twenty five and no/100 dollars (\$25.00) each, accounting from the day of the date hereof.

Second parties further agree, in consideration of being given possession of said real estate, during the period covered by their deferred payments, that, in addition to purchase price herein agreed to be paid, they will pay all taxes and special improvement assessments that may be levied and assessed against said property, from and after the year 1921, and protect said property from any lien on account of such taxes or assessments.

Second parties further agree that in case they make default in payment of any of the deferred payments due under this contract, first party shall have the right at his election, either to cancel and terminate this contract, and re-enter and re-possess himself of said premises and every part thereof, or, first party ^{may} at his election, declare all of the deferred payments due and unpaid at the time of the happening of any such default, and foreclose this contract as a mortgage upon said real estate and the interest of the parties of the second part herein.)

In the event first party shall elect to declare this contract terminated, upon the happening of any default or breach of its conditions by the parties of the second part, then, in such case, first party shall have the right to retain all monies paid by second parties under this contract, as and for rent for the above described premises during the period of time same is held by second parties under this contract. Second parties hereby agree that such payments is the reasonable rental value of said premises; and first party shall have the right without serving any of the notices required by the Statutes of the State of Oklahoma to be given to terminate a tenancy under the laws of said state, to proceed at once against second parties to recover possession of said premises and every part thereof, the same as though unlawfully held by second parties, by forcibly entry and detainer or unlawful detainer.

It is further agreed, by and ^{be} between the parties hereto, that time shall be the essence of this contract, and that any failure on the part of the second parties to faithfully keep and perform all or any of the covenants or agreements herein, on their part, agreed to be kept and performed, promptly, at the times and in the manner herein provided, shall work a forfeiture of this contract, and all title and estate, interest in or right of possession of said premises hereinbefore described, or any part thereof, and first party shall be entitled to retain all sums paid by second parties under this contract, as rent for the use and occupation of the same while held by second parties hereunder; and first party may re-enter and re-possess himself of said premises, and every part thereof; and all of the right of second parties under this contract, either in law or equity, shall thereupon, cease, terminate and end, as effectively and completely as though this contract had never been made and entered into, or possession of said premises taken by said second parties hereunder, and all right, title estate, interest in or right of possession of said premises by second parties, upon the happening of such default, shall immediately terminate and end, and the right of possession shall become vested and remain in first party, thereafter, free from any title, equity or right of possession in said