

the seller, hereby agrees to sell and convey unto Geo. S. Emery of Tulsa, hereinafter designated as the buyer, upon the terms and conditions hereinafter expressed, lots Nos., 7 and 14, Block No. - - -, to Home Garden addition to the City of Tulsa, Oklahoma.

First. The buyer agrees to pay to the seller for said lots the total sum of Thirteen Hundred and no/100 dollars, payable \$50.00 cash p er lot and per lot each \$10.00, or a total payment of \$120.00 on or before ^{this} semi-annually of each, until said purchase price is paid in full, with interest from date upon each payment as it falls due, at the rate of 8 per cent per annum.

Second. The seller agrees to pay all taxes assessed against said lots exclusive of improvements made by purchaser for the year 1919, and purchaser agrees to pay when due all assessments and subsequent taxes.

Third. When the conditions of ^{this} sale shall have been fully complied with by purchaser, the seller will execute to the buyer a special warranty deed conveying said lots free and clear of all incumbrances, together with abstract of title to same.

Fourth. It is agreed that, in the event that the buyer shall be sick, and on that account shall be unable to follow his or her vocation, and shall furnish a certificate of a physician as to such sickness, satisfactory to the seller, the monthly payment shall be suspended during the continuation of such sickness, but in no event shall payment be suspended at any time more than two consecutive months.

Fifth; If the buyer allows said payments on the said lots to become delinquent for more than 30 days, except in case of sickness as hereinbefore provided, the seller may at his option, either declare the entire balance of the purchase price due and collectible or rescind this contract, and in the event of such rescission, all payments already made by the buyer shall be taken and retained by the seller, not as a penalty, and the failure of said seller to exercise such option at any time of any default shall not operate to bar or abridge his right to exercise such option upon any subsequent default of the buyer; it is agreed that a letter addressed to the buyer at c/o Noble Oil Company Kennedy Bldg, shall be sufficient notice of the exercise of such option by the seller; and shall cancel this contract as to purchase.

Sixth. This contract shall not be sold, assigned or transferred to any one of African descent.

Seventh. The purchaser shall not mortgage, said lot nor in any manner encumber the same or create any lien thereon.

Ninth. In the event of sale, transfer or assignment of this contract with the consent of the seller, the assignee or grantee shall succeed to all rights and liabilities of the buyer, and the provision of this contract with reference to the sickness of and notice to the buyer, shall be taken and held to refer only to the sickness and notice of such assignee or grantee according to the terms of the assignment and consent hereto attached. The purchaser further agrees not to sell, rent or lease or sublet said lots to any negro person or persons of African descent.

Tenth. It is hereby especially agreed by and between the parties hereto, that the seller of said lots is making to the buyer thereof, at his special instance and request, the special prices and conditions set forth to enable the buyer to make the purchase as set forth in this contract, and in view of such acts and concessions, on the part of the seller, it is hereby further agreed, that if the seller shall at any time declare this contract rescinded, as provided for in the sixth paragraph of this contract, then from and after the date of such rescission, the buyer hereof shall immediately surrender possession of the lots purchased herein, to the seller, or in lieu of such surrender, the buyer may continue to occupy the lots so purchased, as tenants