

or special assessments against said property when due, or in case of the purchaser's breach of any of the other terms or conditions of this contract, the said vendor may, at his option, by written notice, rescind this contract, and the said purchaser agrees that, in such an event, all of the payments theretofore made by him, shall be held and retained by said vendor as rental for the use of said premises during the time which may have elapsed, and immediately upon notice, to return and deliver up possession of the said property to the said vendor without hindrance or delay and title to any and all buildings and improvements and fixtures upon said property, shall, upon such breach, vest absolutely in the said vendor, as liquidated damages for the purchaser's breach of this contract. Except above mentioned mortgage of \$1500. to William Vance, Trustee which purchaser assumes and agrees to pay.

This contract is to be binding upon the heirs, executors, administrators, and assigns of both parties hereto, provided, however, that said purchaser shall have no authority to assign this contract, except with the written consent of the said vendor, endorsed hereon.

Executed in duplicate at Tulsa, Oklahoma, this 24th day of August, 1922.

Witness:

Sylvia Scanlon,

Grover C. Sullivan,

J. R. League.

W. M. Criner.

Filed for record in Tulsa County, Okla. on Jan 11, 1923, at 2:20 P.M. and duly recorded in book 432, page 247, by Brady Brown, Deputy, (SEAL) O.G. Weaver, County Clerk.

218786 - BH COMPARED

REAL ESTATE MORTGAGE.

This indenture, made this twenty-sixth day of December, 1922, by and between C. C. Cole and Anny Rudd Cole, his wife, residents of the City of Tulsa, County of Tulsa, State of Oklahoma, as parties of the first part, and the First National Bank, a corporation organized and existing under the laws of the State of Missouri, with its chief office in the City of St. Louis, in said state, as party of the second part.

WITNESSETH:

That where, as the said parties of the first part are indebted to the said party of the second part in the sum of one hundred seventy five thousand dollars (\$175,000) and interest, represented by said first parties' principal and interest notes described as follows, to-wit:

Principal note No. 1 for the principal sum of ten thousand dollars (\$10,000) due and payable December 26, 1924.

Principal note No. 2 for the principal sum of Ten Thousand Dollars (\$10,000) due and payable December 26, 1925.

Principal note No. 3, for the principal sum of Ten Thousand Dollars (\$10,000) due and payable December 26, 1926.

Principal note No. 4 for the principal sum of Ten Thousand Dollars (\$10,000) due and payable for December 26, 1927.

Principal note No. 5 for the principal sum of Ten Thousand Dollars (\$10,00) due and payable December 26, 1928.

Principal note No. 6 for the principal sum of One Hundred Twenty Five Thousand Dollars (\$125,000) due and payable December 26, 1929.

Interest to accrue upon the foregoing principal notes at the rate of six per cent (6%) per annum until maturity is represented by fourteen (14) separate interest notes, likewise of even date herewith, maturing in proper amounts on June 26, 1923 and