

This article of agreement, between McCauley & Company, party of the first part and G.E.A. Smith, party of the second part,

Witnesseth, that the said party of the first part has sold the said party of the second part one note dated January 5th, and signed G.E.A. Smith, and Hattie Smith for balance of \$1,150.00 in favor of R. L. Cummings, due on or before three years after date also a warranty deed from Gerald Cummings, Elsie Cummings and Ada Cummings to G.E.A. Smith, and Hattie Smith, covering the south $\frac{1}{2}$ of the northwest $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of the northwest $\frac{1}{4}$ section 18 township 17 range 14, Tulsa, Oklahoma. Said note and deed is left with McCauley & Company as collateral to R. L. Cummings loan, and to be delivered to G.E.A. Smith upon payment of in full of the within described note, for the price of eleven hundred fifty & no/100 dollars (\$1150.00) of which - - - dollars (\$---) is paid in cash at the signing of this contract and the remaining \$1150.00 is to be paid as follows: On or before three years after January 5th, 1923, with interest thereon at the rate of eight (8) per cent per annum from the date of this contract, payable annually.

The first party agrees and binds his heirs, legal representatives, and assigns, to execute and deliver to the second party a deed of general warranty, as of this date, conveying the above premises, upon full payment of the purchase price as above stipulated.

The second party agrees to purchase the property and to pay for the same upon the terms above stipulated.

It is agreed that the second party is to have possession of the premises from this date and that he is to pay all taxes and assessments levied thereon after this date

It is expressly agreed that the times of payment of the remaining part of the purchase price of the property, as above stipulated, and the interest thereon, and the payment in full of all taxes and assessments which shall be made against the property, are essence and important part of this contract, and if the second party shall fail to make any of the payments, above provided for, in full when due, or shall fail to pay the taxes or other assessments in full before penalty accrues thereon, then in either of said events the first party or his assigns, in consideration of the damage, injury and expense thereby resulting, or that may thereby result, may elect to deem this contract cancelled, and may take immediate possession of the premises above described, after giving the second party ten days notice in writing that a default has been made, stating ^{at} what it consists in, and the amount required to make it good, such notice shall be given by mail, deposited in the postoffice, postpaid addressed to the last known residence of the second party. If the amount of the default is not paid within 30 days after notice is given, the first party or his assigns may take immediate possession of the premises, and in that event all payments made shall be forfeited to the first party, together with all improvements made on the premises, and said second party or the person in possession thereof shall have no right, title or interest in or to the premises, but shall be deemed a tenant holding over after the expiration of his term.

Witness our hands this the 16th day of January, 1923.

McCauley & Company,

H. L. Payne, Sec'y & Treas.

Witnesses: G. B. Grigsby,
R. R. Morgan.

G. E. A. Smith,
Party of the second part.

State of Oklahoma)
)SS

County of Creek) I, Geo. T. Miller, a Notary Public, in and for said County and State aforesaid, do hereby certify that H. L. Payne for McCauley and Co., and G. E. A. Smith personally known to me to be the same persons whose names subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that they