

to-wit:

Lot numbered five (5) of Block numbered ten (10) of Central Park addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof,

by virtue of two certain contracts, to-wit: A contract of sale and purchase of the above described premises by and between L. K. Cone, grantor, to Agnes Terry and W. B. Terry, dated the 23th day of December, 1919, a copy of which contract/s attached hereto as a part hereof, marked "Exhibit A" and on which contract there is at this time owing by first party of the said L. K. Cone, the sum of twenty five hundred (\$2500.00) dollars. A contract of sale and purchase of the above described premises by and between Agnes Terry and W. B. Terry, grantors to Frank Van Voorhis, grantee dated Nov. 29th, 1920, a copy of which contract is attached hereto as a part hereof, marked "Exhibit B" and on which contract there is at this time, owing by said first party to the said Agnes Terry and W. B. Terry, the sum of twenty five hundred (\$2500.00) dollars.

Second parties for the above mentioned consideration flowing to them, hereby agree with first party and covenant to pay to first party on the 29th day of November 1923, the sum of fifteen hundred ^{five} (\$1550.00) dollars, and to execute and deliver to first party with this contract their certain promissory note for same, and further agree and covenant to and do hereby assume the indebtedness of Five Thousand (\$5,000.00) Dollars, on the two contracts above mentioned, and covenant and agree to pay the same, together with the interest thereon and expenses connected therewith as provided in said contracts, and expressly covenant and agree to assume the contracts themselves, and to faithfully and promptly keep and perform each and every covenant and stipulation in said contracts to be kept and performed by the parties of the second party or each respective contract, and to hold the party of the first part in this contract, free from any liability thereunder.

It is hereby expressly stipulated and agreed that in the event second parties shall fail in any manner or to any extent in making the payments provided in this contract, or in the contracts attached here to as exhibits which second parties covenant to pay, or fails in any way to keep and perform the covenants, terms and conditions of any of said contracts, then and ⁱⁿ that in event this contract shall terminate and become at once absolutely null and void and the payments at such time made on said contract, shall be held and held and retained by first party, or credited on the original debts on the contracts attached hereto as exhibits, as the case may be, as rental for said premises, and as liquidated damages, it being at this time agreed that it is impracticable and extremely difficult to determine the amount of the actual damages.

Upon the terms of this contract being fully complied with, and all of said notes being paid, representing the indebtedness under this contract and under the contracts attached hereto as exhibits, and upon the terms of the contracts attached hereto as exhibits being fully complied with, including the payment to first party of the sum of \$1550.00 as in this contract provided, first party hereby agrees and covenants to convey to second parties all his right, title, interest and equity in and to the above described premises as herein agreed.

It is further agreed that time is of the essence of this contract, and that this contract is not ^{to} in any manner be hypothecated or assigned without the written consent of the first party, and the refusal of first party to give such consent without disclosing his reason therefor, shall not be questioned or litigated.

The provisions of this contract shall be binding on all the parties hereto, their heirs, administrators and assigns.