

WITNESSETH, That if the party of the second part shall first make the payments and perform the covenants hereinafter mentioned on his part to be made and performed, the said party of the first part hereby covenants and agrees to convey and assure to the party of the second part, in fee simple, clear of all incumbrances, whatever, by a good and sufficient Warrant Deed, the lot, piece or parcel of ground, situate in the County of Tulsa and State of South Dakota, known as

Lots eleven (11) and twelve (12) in Block three (3) of Middleton and Taylor's Addition to Collinsville, Tulsa County, Oklahoma, according to the recorded plat thereof.

And the said party of the second part hereby covenants and agrees to pay the said party of the first part the sum of One hundred and no/100 (\$100.00) dollars payable at the office of Union Savings Association at Sioux Falls South Dakota, in the manner following:

The sum of \$10.00 at or before the execution of this contract;

The sum of \$5.00 on the first day of March 1923.

The sum of \$5.00 on the first day of April 1923.

The sum of \$5.00 on the first day of May 1923.

The sum of \$5.00 on the first day of June 1923.

The sum of \$5.00 on the first day of July 1923.

and \$5.00 on the first day of each and every month thereafter until the full amount of this contract price has been paid.

with interest at the rate of seven per cent per annum payable monthly on the whole sum remaining from time to time unpaid, and to pay all taxes, assessments or impositions that may be legally levied or imposed upon said land, subsequent to the year 1921 and in case of the failure of said party of the second part to make either of the payments or interest thereon or any part thereof, or perform any of the covenants on his part hereby made and entered into, then the hole of said payments and interest shall at the election of said first party become immediately due and payable, and this Contract shall at the option of the party of the first part be forfeited and determined, by giving to said second party thirty days' notice in writing of the intention of said first party to cancel and determine this Contract, setting forth in said notice the amount due upon said Contract, and the time and place, when and where, payment can be made by said second party.

It is mutually understood and agreed by and between the parties of this Contract that thirty days is a reasonable and sufficient notice to be so given to said second party in case of failure to perform any of the covenants on this part hereby made and entered into, and shall be sufficient to cancel all obligations hereunto on the part of the said first party, and fully reinvest it with all right, title and interest hereby agreed to be conveyed, and the party of the second part shall forfeit all payments made by him on this Contract, and all right, title and interest in all buildings, fences and other improvements whatsoever, and such payments and improvements shall be retained by the said party of the first part, in full satisfaction and in liquidation of all damages by it sustained, and it shall have the right to re-enter and take possession of the premises aforesaid.

The party of the second part further agrees to keep the buildings fully insured against loss by both fire and tornado, and to deposit the policies with the party of the first part at its office in Sioux Falls, South Dakota.

IT IS MUTUALLY AGREED, By and between the parties hereto, that the time of payment shall be an essential part of this Contract; and that all the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.