

administrative or assignal agree to deliver said deed; and it is further agreed by and between the parties hereto, that if default be made in the payment of said interest, or any part thereof, then the party of the first part, his heirs or assigns, shall be at liberty to consider this contract forfeited and annulled, and the first party may dispose of said land to any other person, in the same manner as if this contract had never been made.

It is further agreed by and between the parties hereto that any improvements made or erected upon the afore described land shall be and remain the exclusive property of the party of the second part and in case this land shall revert back to the party of the first part for non-payment of interest or taxes, then and in that case the said party of the second part shall have the right to remove said improvements without let or hindrance by the party of the first part. The party of the second part further agrees to pay any and all taxes, assessments or legal impositions that may be levied upon said land subsequent to this date. In witness whereof the parties have hereunto set their hands and seals this 23rd day of November 1905.

Witness

Chas. J. Painter

David Hodge (seal)

Ed. Smith (seal)

State of Oklahoma

Indian County

Before me Chas. J. Painter, a notary Public in and for the County and State of record on this 23rd day of November 1905, personally appeared David Hodge and Ed. Smith, personally known to me to be the same persons who executed the within and foregoing instrument, and acknowledged to me that they signed the same as their free and voluntary act and purpose therein set forth. In witness whereof I have hereunto set my hand and official seal this 23rd day of November 1905.

(Seal)

Chas. J. Painter

My commission expires December 10th 1911.

Notary Public

Filed for record Nov. 24, 1905 at 9:00 AM.

(Seal)

W. H. Waddy, Reg. of Deeds