

COMPARED

erect upon any portion of the premises herein described, a building other than a dwelling house, and curtilages therein and costing not less than \$ ____.

In the event of the party of the second part failing to keep this condition the party of the first part is relieved from all obligations under this contract, and may consider the payments made as rentals, and is entitled to possession of the property.

And the said party of the second part in the consideration of the premises, hereby agrees to pay all taxes and assessments when due, that may be levied against said property, and will not at any time allow any taxes or assessments against said property, during the existence of this agreement to become delinquent.

And the said party of the first part hereby agrees, on receiving the sums herein before named and the interest thereon, at the time and in the manner hereinafter mentioned, and upon the surrender of this agreement, to execute and deliver to said party of the second part a good and sufficient deed and abstract to said land, conveying to said second party a fee simple title to said premises, free and clear of all encumbrances existing against said premises at the date of this agreement.

And it is hereby mutually understood and agreed by and between the parties hereto that time is the essence of this contract, and in case the said party of the second part shall fail to make the payments hereinbefore specified or any of them, punctually upon the terms and times abovestated, or shall fail to pay the taxes and assessments that may be levied, and assessed against said land, before the same shall become delinquent, then this contract shall, so far as may be binding upon the said party of the first part, become absolutely null and void, and all the rights of the said party of the second party shall cease and determine. And the said party of the first part shall have the right immediately upon the failure of the said party of the second part to comply with the terms of this contract, to enter upon said land and take immediate possession thereof, together with all the improvements thereon.

And it is further mutually understood and agreed that in case the said party of the second part shall fail to comply with the terms of this contract, that any improvements placed upon said land by him during the existence of this contract, and any sums paid by the said party of the second part to the party of the first part, under and by virtue of this contract, shall be and belong to said party of the first part as liquidated damages and compensation to them for the failure of the party of the second part to comply with this contract, and as rent for the use and occupancy of said premises.

By

Walter L. Cain, of the first part,

C. O. Hauser, of the second part.

State of Oklahoma) SS the
County of Tulsa) On this 22nd day of July, A.D. 1922, at said Tulsa, Tulsa County, State of Oklahoma, personally appeared before me, D. F. MacMartin, a duly appointed, commissioned and acting Notary Public within and for the County and State aforesaid, Walter L. Cain and C. O. Hauser, the parties mentioned and referred to in the above and foregoing instrument of writing, and they each for himself duly acknowledged the execution of the said instrument of writing, and signed the same as his free and voluntary act and deed for the purposes therein stated, and they are personally known to me as the identical persons who subscribed their names to said instrument of writing.

In testimony whereof, I have hereunto set my hand and affixed my notarial seal the day and year last above written at said Tulsa, Oklahoma.

(SEAL) D. F. MacMartin, Notary Public.

My commission expires June 9th, 1924.