

and \$25.00 and interest on deferred payments for each and every successive month until the purchase price is paid in full at the rate of eight per cent per annum payable monthly after date herof. All deferred payments and interest shall be made at the National Bank of Commerce, Tulsa, Oklahoma.

2. The buyer desiring to pay cash, shall be allowed a discount of ten per cent within ninety days of the purchase date of said lot or lots.

3. Seller agrees to pay the general taxes ~~again~~st said property for the year 1924, and all prior years; the buyer to pay all taxes accruing thereafter, together with special assessments for paving, sewer and other improvements, if any.

4. Upon payment in full of said purchase price, with interest as above provided, the seller agrees to convey said property to the buyer by good and sufficient warranty deed, free, clear and discharged of all liens created or permitted by the seller, but subject to all taxes and special assessments maturing after February 20, 1924, and subject to any liens caused or created by the buyer. Grantor agrees to furnish and deliver abstract showing good title when deed is delivered.

5. In event the buyer shall become sick and unable to follow his usual employment and shall furnish a certificate to that effect by a reputable physician, the seller agrees to defer the payment of the regular monthly installments provided for above during the continuance of such sickness for a period not exceeding two consecutive months but not exceeding three months in any one year.

6. Should the buyer fail to make any payment required hereunder at the time and in the manner specified (except as provided in paragraph 4) or should the buyer fail to perform any condition of this contract upon his part, then the seller may at his option declare all unmatured installments immediately due, and payable, and proceed to enforce the collection thereof in any manner allowed by law, or the seller may declare this contract forfeited, and take immediate possession of the said premises^{es}, and retain whatever sums may have been paid thereunder as a rental for the use of said premises.

7. It is agreed that time is of the essence of this contract, and that a letter addressed to the buyer at 612 N. Boston shall be sufficient notice of the exercise of said option.

8. This contract shall not be assigned or transferred without the written consent of the seller.

9. It is covenanted and agreed, that should the purchaser of said lot desire to build upon ^{that} same the seller will accept a second mortgage for the deferred payments upon the terms and conditions above specified.

10. The deed issued on said lot shall provide for building restrictions on said lot as follows, to-wit: Lots No. four (4) five (5) and six (6) block one (1) and lots one (1) to fourteen (14) inclusive; block four (4) to be restricted to residence only, costing three thousand dollars (\$3000.00) or more and only one house on each lot. Lots no. one (1) two (2) and three (3) block one (1), and lots one (1) to ten (10) inclusive block two (2), to be restricted to residence only costing five thousand dollars (\$5000.00) or more, and only one house on each lot. Lots eleven (11) to twenty (20) block two (2) inclusive, to be restricted to residence only costing thirty five hundred dollars, (\$3500.00) or more, one house on each lot. Lots one (1) to ten (10) inclusive, Block three (3) to be restricted to thirty five hundred dollars (\$3500.00) or more. No lots can be sold to persons of African descent commonly called negro, but this shall not prevent the keeping of servants on the premises by these persons who may become the owner thereof.