

and alleys. Said land when so platted shall be known as an addition to the City of Tulsa, Tulsa County, Oklahoma,

IV.

Party of the first part agrees to pay all expenses incident to the selling of said land under this contract, and to pay taxes on said land, which maybe assessed against said land, beginning with the year 1923.

V.

It is agreed by the parties thereto that the said party of the first part may sell said lots, The terms of said re-sale shall not be less than \$20.00 down, and \$20.00 per month.

VI.

Party of the first part further agrees that he will not sell any lot or lots to people of African blood or descent.

VII.

Party of the first part agrees to furnish to the party of the second part each month, beginning on the 15th day of June, 1923, and on the 15th day of each month thereafter, a statement showing the entire amount of lots sold during the preceding month, and shall accompany said statement with a check for seventy five per cent (75%) of the amount received from the sale of lots during the period for which the statement is rendered.

VIII.

It is hereby agreed that this contract as shown set forth, shall continue in force until party of the second part shall be paid and receive the total amount of thirty one thousand dollars (\$31,000.00) the entire purchase price of said tract of land, less, however, approximately the sum of fourteen hundred dollars (\$1,400.00) due Theodore Hayden on said mortgage, executed February 12, 1915, which said party of the first part assumes and agrees to pay. It being further agreed that the two promissory notes are a part of the consideration of thirty one thousand dollars (\$31,000.00).

IX.

It is further agreed that when the said party of the second part shall have been paid the said sum of thirty one thousand dollars (\$31,000.00) said party of the second part shall execute to party of the first part a quit claim deed to the balance of all lots remaining unsold.

X.

Party of the second part further agrees that at any time any purchaser at a re-sale of said lots shall have been paid in full for his said lot or lots that he will execute a quit claim deed to the said lot or lots so re-sold, retaining, however, his lien on the balance until the purchaser price has been paid in full.

XI.

It is further agreed and understood between the parties hereto, that after said property is platted and ready for sale, that at the end of two years from and after the date of the execution of this instrument, first party will have a sufficient number of lots and blocks sold, so that seventy five per cent (75%) of the sale price hereof will amount to the sum of \$26,000.00, it being understood that second party is to be paid his seventy five per cent of the total amount paid on said sales, less approximately the sum of fourteen hundred dollars (\$1,400.00) due Theodore Hayden, and in the event of the failure of the party of the first part making good and valid sales in the said amount, this contract becomes void and of no effect, at the option of second party, and all of said property shall automatically revert to second party, and first party shall receive