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CONTRACT.

To the Deming Investment Company, Oswego, Kansas.

In connection with our application for loan of \$1600.00 to be made for 7 years on 80 acres of land in Tulsa County, Okla., described as follows:

N2, SW4 - 8-18-14. 1 year paid.

We request you to endeavor to negotiate said loan and to obtain your services in this matter we contract and bind ourselves as follows:

We agree to pay 6 per centum per annum as interest on said loan to be evidenced by interest coupons attached to the first mortgage note or notes payable semi-annually, and mortgage and note or notes evidencing the amount and terms of said loan shall be executed by us on forms provided by you.

To compensate you for the services rendered and the expenses incurred in having said land inspected, having plat and inspector's report prepared, and the title examined, preparing the papers in connection with said land, and in negotiating said loan, we agree to pay to you or your successors or assigns, the sum of \$224.00 and to secure the payment of same by executing second lien notes with a mortgage on said land for the following amounts and to fall due as stated: \$112.00 due Dec. 1st, 1924.
112.00 " " 1st, 1925.

Said notes to bear interest only after maturity at the rate of 10% per annum and for failure to pay any one of said notes at maturity the holder may at his option declare all due.

We recognize that in undertaking the services here invoked you are acting in the capacity of a broker and not otherwise and that you are not making the loan, but only undertaking to place the same with some investor, but in order to hasten the closing of the loan we agree to execute and deliver to you all papers running in favor of your company as soon as they shall be presented to us for that purpose; but it is distinctly understood and agreed that your company shall not be obligated to pay the proceeds of said loan to us until you have placed the same and received the proceeds thereof from some investors; and if your company shall pay the proceeds of said loan to us before placing the loan with an investor such payment shall be considered an advancement of such funds, for our accommodation, and in any event, the notes secured by said second mortgage herein provided for shall be considered the earned commission due you for negotiating said loan, and as compensation for services and expenses incurred as hereinbefore provided and as such we agree to pay same.

We agree to provide or pay for an abstract of title showing good title to said land in and including the papers in connection with this loan and to pay all expenses incurred in perfecting the title as well as all abstracting and recording fees, incident to closing said loan and, in the event of our failure to consummate this loan, to pay to The Deming Investment Company, for all expenses incurred and commission earned by it in connection therewith, to secure payment of which a lien is hereby granted upon the above described land.

We further agree, that, in any case, for any reason, we should fail to remove from the title to the above described property, all liens, clouds or encumbrances thereon, or to furnish to you promptly, a good, marketable title to said real property, as above provided, or should commit a breach of any of the other conditions of this contract, we will pay all damages caused by our said failure or breach; and inasmuch as, from the nature of the case, it would be impracticable and extremely difficult to estimate the damages which may arise to the holder thereof, by reason of a breach hereof, it is hereby understood and agreed that 5 per cent of the amount of the loan applied for, plus all expenses you, or the assignee of this contract may have incurred in pursuance thereof,