

part the best possible prices for said lots; they shall advertise same in the daily newspapers of Tulsa, Oklahoma, with such frequency as to keep same before the minds of the buying public, so that the sale of said lots may be made with the greatest possible expediency; and they agree to accept for said services rendered in the sale of said lots, a commission of fifteen per cent upon the sale price of said lots. And they are sold from time to time, said commission to be paid as follows:

Seventeen dollars (\$17.00) of the initial payment shall be paid to second parties upon the consummation of the contract of sale, and the balance of said commission payable at the rate of seven dollars (\$7.00) per month upon the monthly payments of twenty dollars (\$20.00) paidⁱⁿ by each lot holder upon his contract until said commission is paid in full.

It is further stipulated and agreed by and between the parties hereto that in case any purchaser or purchasers of said lot shall desire to pay same in cash, that the commission upon said lot sold for cash shall be paid by said trustee immediately upon the receipt of same from second parties, and that said parties shall execute a deed to said proposed purchaser and deliver to him abstract of title for same.

It is further stipulated and agreed that the list price for the sale of said lots may be changed from time to time, as the market conditions and sales for said lots shall justify, and in no event, shall the sale of any lot be made by parties of the second part for a price less than the list price, without the consent of said sale having been secured from parties of the first part, and in that event, said trustee shall be apprized of the fact of the reduced price, and may make a deed for said lot accordingly.

It is stipulated and agreed by and between the parties hereto, that the trustee herein named, shall be permitted to take a second mortgage security for the purchase price of any and all lots sold to purchasers, who agree to build on the premises within ninety days.

It is further stipulated and agreed that in case of any purchaser or purchasers of said lot or lots shall desire to pay cash for same, that a discount of 5 per cent shall be allowed on the sale price of said lot, if paid within ninety days from date of the sale of said lot.

It is agreed between the parties hereto, that parties of the first part shall grade the Streets of said addition at their own expense, keep the weeds properly mowed on said lots, and do anything necessary to keep said addition in a good salable condition.

It is further stipulated and agreed that the deed of trust herein mentioned for said premises shall be executed by the parties of the first part to said trustee, F.O. Cavitt, as soon as possible after the execution of this agreement.

It is mutually agreed by the parties hereto, that second parties shall have two years time in which to place said addition upon the market, and that first parties may have the option of cancelling this agreement at the expiration of said time, without notice to parties of the second part.

This agreement shall be binding upon the heirs, executors administrators, and assigns of the parties hereto.

Witness our hands this day and year first above written.

Willis W. Winterringer,
Mallia Winterringer; Parties of the first part.

J. M. Haverfield,
L. S. Spain, Parties of the second part.

State of Oklahoma)
) SS

County of Tulsa) Before me, the undersigned, Notary Public, in and for the County.