

cash, bearing date the day the option is finally exercised, and bearing interest from date until paid at the rate of eight (8) per cent per annum, payable annually, and providing for an attorney's fee of ten per cent, of the amount thereof in event of default, and if collected by an attorney or upon suit, and so drawn that one note shall fall due one year from date thereof, and the other notes one in each year thereafter until all are paid, all secured by a mortgage on the said real estate and the improvements, appurtenances and hereditaments thereon and thereunto belonging, or appertaining, executed by the lessee, contemporaneously with the execution of the notes, with the usual provisions, and providing that appraisement is waived in event of foreclosure sale, such notes and mortgage to be delivered to lessor contemporaneously with such cash payment as is required by this instrument in exercising this option. **COMPARED**

It is further agreed that in event the said lease is forfeited or the lessee's right and interest therein lost by lessee's failure to comply with the terms and provisions thereof, or, in event of the lessee's failure to exercise the option of extending said lease and the option to purchase, or, in event of his failure to exercise the option of purchase within the time specified in said contract, then all of the cash payments for extensions of said lease and option to purchase shall be retained by the lessor as and for the consideration for this option and the right thereby given.

In event the said lessee shall exercise the option hereby granted to purchase the said real estate and pay the said purchase price aforesaid, together with all sums of rental then to be paid, as hereinabove set out, the lessor binds himself, his heirs, administrators and assigns, to convey to the lessee, his heirs and assigns the above described real state, by general warranty deed, in fee simple, subject only to taxes and municipal assessments;

It is further agreed that all sums of money hereinabove provided, which may be payable by the lessee to the lessor, whether for renewal of option and lease or otherwise, may be paid by the lessee to the lessor, or deposited to his credit in the First National Bank, Tulsa, Oklahoma, Provided, however, the lessor may change the bank in which such payments may be made to another and different bank, and make such change as often as he may desire which, after notice to the lessee, shall be the bank of payment in lieu of the First National Bank.

It is further understood and agreed that time shall be considered as of the essence of this contract in all particulars, and that this contract shall be binding upon the parties hereto, their heirs, executors, administrators and assigns.

In witness whereof, the parties hereto have hereunto set their hands, the day and year first above written.

A. Miller Hammett, Lessor.
Isaac F. Crow, Lessee.

State of Oklahoma)
County of Tulsa) SS Before me, a Notary Public, within and for said county and state on this 5th day of May, 1923, personally appeared A. Miller Hammett, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

Witness my hand and notarial seal the day and year last above written.

(SEAL) Mabel L. Young, Notary Public,

My commission expires February 2, 1925.

State of Oklahoma)
County of Tulsa) SS Before me, a Notary Public, with- in and for said County and State, on this