

For the sum of FIVE THOUSAND DOLLARS (\$5000.00) paid and to be paid in the sums and manner following:

COMPARED

TWO HUNDRED FIFTY DOLLARS (\$250.00) cash in hand, receipt of which is hereby acknowledged.

TWENTY FIVE HUNDRED DOLLARS (\$2500.00) being one certain mortgage in favor of Frank M. Hamel, Tulsa Security Company, Iowa Building, Tulsa Agents, being a straight mortgage loan, dated May 1st, 1922, and filed in Book 399 Page 152, records of Tulsa County, with interest thereon at the rate of ten per cent per annum, from this date, which the parties of the second part herein agree to assume, and which is a part of the purchase price named herein and being due May 1, 1924.

TWENTY TWO HUNDRED FIFTY DOLLARS (\$2250.00) being the balance due the said parties of the first part, to be paid by the parties of the second part, in the sums and manner following: The sum of FORTY DOLLARS (\$40.00) to be paid to the parties of the first part, on or before May June 10th, 1923, and the sum of FORTY DOLLARS (\$40.00) to be paid to the parties of the first part, on or before the tenth day of each and every month thereafter, until the total sum of TWENTY TWO HUNDRED FIFTY DOLLARS (\$2250.00) is fully paid. With interest on unpaid balances at the rate of seven (7) per cent per annum, from this date, payable monthly, and to be included in the said monthly payment of FORTY DOLLARS. In other words, said monthly installments payments of FORTY DOLLARS (\$40.00) shall be used first in payment of interest due on unpaid balances, and remainder to be applied upon principal sum, as per promissory note executed by the parties of the second part in favor of the parties of the first part.

However in connection, with the above mentioned mortgage of Twenty five Hundred Dollars, (\$2500.00), it is hereby stipulated and agreed by and between the parties hereto, that at any time before the payment of the second mortgage indebtedness in favor of the parties of the first part, that the parties of the second part shall have the right to secure a mortgage upon said property, not exceeding the sum of (\$2500.00), and which shall be considered as a first and prior lien to the second mortgage encumbered now in force, and the parties herein do agree that in the event that a mortgage is executed not exceeding \$2500.00 that it shall be considered as a prior line to the second mortgage encumbrance now in force and effect.

It is further agreed that the parties of the second part shall have possession of the within described premises, or the rental therefrom on and after this date, and they shall not commit nor suffer to be permitted any waste thereto, and shall keep all improvements in as good condition as they are now in, usual wear and inevitable casualty excepted. But should the said second parties fail to keep and perform all of the foregoing conditions or to make the payments of purchase money, or shall fail to make the interest payments on the said within described mortgage, or the taxes as the same become due then, at the option of the said first parties, this contract shall be void, and the payments made shall be retained as rent for the use and occupancy of said premises; or the first parties may declare the entire balance of purchase money due, and payable at once; in either of which events, first parties shall recover immediate possession of the premises.

It is further specified herein that the party of the second part shall keep the property insured during the life of this contract, with loss clause payable to the parties of the first part as their interest may appear.

It is further agreed and stipulated and made a part of this agreement, that for the purpose of effectuating this agreement, that a Warranty Deed, has this date been duly executed conveying the above described property to the second parties, and deposited in escrow with the Central National Bank of Tulsa, Oklahoma, and the said Central National Bank is hereby authorized and empowered to deliver the said Warranty Deed to the said parties of the second part, or their assigns, when the total sum as represented by the said promissory note