the immediate possession of the premises and the second parties hereby expressly give to the party of the first part explicit right to obtain possession of said premises through the rpocess of forcible entry and detainer. In the event that the party of the first part is obliged to institute forcible entry and detainer action for the possession of this property, the parties of the second part agree to pay a reasonable attorney's fee for the services in said matter, not to exceed, however, One Hundred Dollars (\$100.00).

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It is further agreed and understood that party of the first part shall pay all taxes upon said premises for the year 1922, and that the party of the second part shall pay the taxes upon the premises for the year 1923, and all succeeding years, and that the party of the second part shall not allow taxes to become delinquent. If any of said taxes or payments or interest in said \$500.00 shall become delinquent they shall constitute a portion of the indebtedness of the party of the second part and draw interest at the rate of 10% per annum and shall be included in any foreclosure proceedings by party of the first part as hereinbefore provided.

It is further understood and agreed that second party shall not commit waste upon said premises or permit the premises to deteriorate other than the natural wear and tear and that same shall be kept in good condition during the tenure of this contract and necessary improvements shall be made to keep the buildings in repair.

The covenants, agreements and obligations of this contract shall extend to and be binding upon the parties to this contract, their heirs, administrators, executors and assigns.

Party of the first part is to furnish, at his own expense, the parties of the second part a complete abstract of title to this property, on or before July 12, 1923, and the parties of the second part shall have up to July 22, 1923 in which to examine the title. And it is distinctly agreed and understood that the title to this property shall be a good and sufficient marketable title, free and clear of all claims, liens and encumbrances of every sort and kind.

WITNESS our hands the day and year first above written, at Tulsa, Oklahoma.

Ralsa F. Morley First Party. Edna Cunningham Willard Cunningham Second parties 271

STATE OF OKLAHOMA) SS. Before me, the undersigned Notary Public within and for said COUNTY OF TULSA.) County and State, on this 22 day of January, 1923, personally appeared Ralsa F. Morley, Edna Cunningham and Willard Cunningham, known to me to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal this the day and year last above written. My commission expires June 24, 1925 (SEAL) B. H. Johnston, Notary Public It is further agreed that second parties & the above contract are to accept a similar W. D. to the ins. tendered themby 1st party containing restriction as drawn therein also the same kind of notes and mortgeges.

> Ralsa F. Morley Willard Cunningham