

Should there be any failure to promptly pay such notes for deferred payments, or if you should feel yourselves insecure, or if we should sell or assign, or attempt to sell or assign, the said personal property, or if any suit should be commenced against us or if any writ of distress warrant should be issued against us, or levied upon any of our property, or if we should fail or refuse to accept said property, or countermand or attempt to countermand this order without due cause, then the whole unpaid balance of the said purchase price shall, at your option, and without notice to us become due and payable, and in case said property shall be in our possession at the time of our default in any or all of the particulars above mentioned, you may take possession of and remove it as and for your own, with or without legal process and without any previous demand from us therefor; and all payments previously made by us may be retained by you as your liquidated damages and not as penalty, and we hereby waive all right given us by the statutes of this State or otherwise, to demand or receive of you: any portion of such price previously paid by us in case you do re-take said personal property on account of our default in any or all of the above particulars, and to have said personal property held by you for its redemption by us and to have said personal property sold at public auction or otherwise.

It is agreed that the title to the property mentioned above shall remain in Foster Machine Company until the above purchase price and any notes given thereon, or for any part thereof, are actually paid in cash, and such notes, and any renewal notes, shall be considered as evidence of indebtedness only and not as payment. In case of recovery by legal process, all court costs and attorney's fees shall be paid by the purchaser whose name is hereunto attached. Said personal property will be kept fully insured by us for the benefit of the Foster Machine Company as its interest may appear, and shall be held by us at our own risk pending the vesting of title in us and no injury, loss or destruction of said personal property by any cause whatever, shall release us from the obligation to pay said purchase price.

This contract to continue in full force and effect, as to any personal property that may be sent in exchange for the one originally delivered.

It is further agreed that this contract is not modified, or added to by any agreement not expressly stated herein, and that a retention of the property for thirty days shall constitute a trial and acceptance and be a conclusive admission of the truth of all representations made by or for the Foster Machine Company and a fulfillment of all its contracts of warranty expressed or implied. It is expressly agreed that this order shall not be countermanded. We have read and understand the above contract and hereby acknowledge receipt of duplicate.

Insurance Policy to be filed with the Foster Machine Co.

Accepted subject to the approval of Foster Machine Co.

at its home office in Elkhart, Ind.

By E. R. Calvert, 120 E. Archer

J. W. Jones

Accepted by FOSTER MACHINE CO. at its home office in Elkhart, Ind.

R. E. Horner, Secretary

Filed for record in Tulsa County, Tulsa Oklahoma, Aug 3, 1923 at 2:45 o'clock P. M.
in Book 464, page 481

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk