

payable and not permit any liens to attach to said property.

Third: When the second parties shall have paid the sum of \$1,000 on principal including the \$300 cash payment receipted herein then the party of the first part agrees that the general warranty deed mentioned herein in the next paragraph hereof, shall be delivered to the parties of the second part, and the real estate mortgage hereinafter mentioned shall be delivered to the party of the first part.

Fourth: It is expressly agreed between the parties hereto that a warranty deed conveying said property to the parties of the second part together with a real estate mortgage covering the notes above described shall be deposited in escrow in the Exchange National Bank of Tulsa, Oklahoma, together with a copy of this contract to be held by said Bank until the \$1,000 shall have been paid at which time such deed shall be delivered to the parties of the second part and the mortgage shall be delivered to the party of the first part.

Fifth: During the life of this agreement, the second parties will not commit nor suffer to be committed any waste on the premises, and will keep the same in good condition and repaid at all times at their own expense, and will pay in addition to the foregoing, all light, water, sewage and other legal charges against the property.

Sixth: It is agreed that in case the second parties, their heirs or assigns shall violate or break any of the provisions of this contract the first party shall be entitled to the immediate possession of the property, and shall have the right to enter the possession of said property without notice, and this tenancy shall terminate, and the title to the said property herein described is expressly reserved in the first party until the delivery of the deed as provided for herein. It is agreed that time is the essence of this contract.

Seventh: The parties hereto agree that if the second parties do not occupy the property the first party shall have the right and power to collect the rentals therefrom and apply the same on the payments provided for herein.

Eighth: In the event the second parties default as herein provided all payments by them made herein shall become the property of the first party and shall be considered by the parties hereto as rentals for the use and occupancy of the property during such time.

In witness whereof, the said parties have hereunto set their hands the date first above written;

Robt. E. Adams, First Party,
C. K. Klintworth,
Elizabeth Klintworth, Second parties

The State of Oklahoma)
County of Okfuskee) SS Before me, the undersigned, a Notary Public in and for the
County and State aforesaid, on this 13th day of July 1923, personally appeared C.K. Klintworth
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 and for the purposes therein mentioned and set forth.

In testimony whereof, I have hereunto signed my name and affixed my Notarial seal the day and year last above written.

(SEAL) F. E. Oliver, Notary Public.

My commission expires Jan. 18, 1926.

Filed for record in Tulsa County, Okla. on July 24, 1923, at 3:20 P.M. and duly recorded
in book 467, page 4, By Brady Brown, Deputy,

(SEAL) O.G. Wesver, County Clerk.

467