

Said consideration to be paid as follows;

(\$200.00 Two hundred dollars cash and seventy-two promissory notes of even date herewith, each in the sum of twenty five (\$25.00) dollars, first note due February 5, 1923, and one note due on the 5th day of each succeeding month thereafter until all notes are paid, with interest thereon at the rate of 8% per annum payable semi-annually at Sand Springs, Oklahoma, made and signed by second party payable to the order of said first party.

It is further agreed that time of the essence of this contract, and should second parties fail or neglect to pay any of the above described notes for a period of sixty days after the same shall become due, all payments heretofore made under this contract shall be treated as rents and second parties interest in said property shall be terminated and first party may enter and take possession of said premises, without notice, or process of law.

Second parties shall pay all taxes and special assessments which may become due against this property after the year 1922, and improvement charges hereafter against said premises.

It is further agreed that the first party binds herself to make all payments due under a certain contract dated January, , 1921, by and between George C. Frickel and Mrs. Mattie Wilcox, concerning the sale of the above mentioned and described lot, which contract, providing among other things that this property is sold subject to the reservations to George C. Frickel of the mineral rights in any deed that may be given by him.

It is agreed that in case of sickness or illness of the part of second parties, the payments herein provided for shall be referred for a period of not more than sixty days.

The right is hereby given second parties to pay a part of all of the above consideration at any monthly period payment, and upon the full performance by second parties of the conditions hereinbefore set out, the parties of the first part, shall deliver to the second parties a good and sufficient warranty deed to the property hereinafter described, but should parties of the second part make default for the period of sixty days as above provided, for, this contract shall be construed as a mere option to purchase the above described property and the interest of the parties of the second part hereinor therein, shall thereupon be terminated and ended and the parties of the second part shall have no claim for the return of money paid out to any interest in said property, but same will be considered as liquidated damages.

This agreement is made in duplicate, and all terms covenants and conditions, shall extend to and be binding upon the heirs, executors and legal representatives or the respective parties hereto.

Witness the following signatures the day and year first above written.

Mattie Wilcox,
party of the first part.

W. P. Wilcox, Party of the first part.

F. J. Wehnes,
Party of the second part.

Sophia Wehnes, Party of the second part.

State of Oklahoma }
County of Tulsa } SS
Before me the undersigned, Notary Public, in and for the said County and State, on this 5th day of January 1923, personally appeared Mrs. Mattie Wilcox and F. J. Wehnes, and Sophia Wehnes, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their own free and voluntary act and deed for the uses and purposes therein set forth.