

upon the execution of this contract, the balance of \$3450.00 to be evidenced by one certain promissory note and payable as follows: the sum of \$30.00 to be due and payable on the 25th day of September, 1923, and the sum of \$30.00 due and payable on the 25th day of each and every month thereafter until the entire balance of purchase price is paid; said deferred payments to bear interest at the rate of eight per cent per annum from date until paid; said interest payable monthly, provided the parties of the second part shall have the right to pay the said balance or any part thereof at any time after the execution of this contract with interest as above provided. ✓

It is further agreed between the parties hereto that the said parties of the second part shall take possession of the above described premises upon the execution of this contract, and shall pay all taxes, assessments and charges accruing during the life of this contract, and shall not permit any liens to be filed against the same.

It is further agreed between the parties hereto that if default is made in the payments as above agreed by the said parties of second part, and the payment of all taxes, assessments and charges when they become due, the first parties may at their option declare this contract forfeited upon sixty (60) days notice given to the second parties, their heirs or assigns; thereupon the second parties shall give up their possession of the above described premises, and all moneys paid may be considered as rentals for the use and occupancy of the said property, and the said first parties may dispose of the said property to any other person, the same as if this contract had never been made, or take possession of it, free from any claim whatsoever of the second parties.

It is expressly agreed between the parties hereto that the said parties of the second part shall not assign their right, title and interest in the said property by virtue of this contract, unless the same is approved by the said first parties.

It is further agreed between the parties hereto that this agreement shall be binding upon both parties hereto, their heirs and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands the day and year first above written.

I. J. McKinzie

J. F. McKinzie
First Parties

W. R. Gilmore

Phrenetta Gilmore
Second Parties

COMPARED

STATE OF OKLAHOMA, }
COUNTY OF TULSA. } ss.

Before me, the undersigned, a Notary Public, within and for said county and State on this 25th day of August, 1923, personally appeared I. J. McKinzie and J. F. McKinzie and W. R. Gilmore & Phrenetta Gilmore to me known to be the identical persons who executed the within and foregoing instrument and they 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 notarial seal the day and year last above-written.

My commission expires October 9th, 1926 (SEAL) Elizabeth Hall, Notary Public
Filed for record in Tulsa County, Tulsa Oklahoma, Aug. 27, 1923 at 9:40 o'clock A.M.
in Book 468, page 181

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk