

first party to exercise the privileges granted or reserved in paragraph 7 hereof.

7. If the second party shall fail to pay the monthly installments as herein provided, or shall fail to pay the taxes and assessments herein assumed by him, or shall violate any of the conditions and restrictions or agreements herein set forth, or set forth in the plat hereinbefore referred to, the time of payment of installments and taxes and performance of the conditions hereof being the essence of this contract, then the first party shall have the right either to declare immediately due and payable the entire balance of the purchase price or the first party may declare this contract null and void, and all rights and interest herein created, or then existing in favor of the second party, shall utterly cease and determine and the premises hereby contracted for and the possession thereof shall revert to and invest in first party without any act of re-entry or declaration of forfeiture, or other act to be by first party performed as absolutely, fully and perfectly as if this contract had never been made, and all payments theretofore made by second party shall be retained by first party as a further consideration for this contract and as rental for the use of said property. No failure or delay on the part of the second party to exercise the rights set out in this paragraph at the time of any default shall operate as a waiver of its right to exercise these powers at any other time it may desire.

8. All the terms, covenants and agreements between the parties hereto respecting the sale and purchase of the aforesaid property are set out herein, or <sup>in</sup> the plat above referred to, and no other promises, statements, or representations shall be binding on the parties hereto; however, all the terms and agreements hereof shall be binding in every respect upon the parties hereto, their heirs, executors, administrators and assigns.

In testimony whereof, the parties hereto have hereunto set their hands and seals, in duplicate, the day and year first above mentioned,

(Corp. Seal) Sunset Gardens Company,

By A. L. Farmer, (First party) President.

W. L. Bowie, (Second party)

Attest: T. W. McKenzie, Sec'y.

State of Oklahoma )

County of Tulsa ) SS

On this 31st day of October 1923, before me a Notary Public, in and for the county and state aforesaid, personally appeared A. L. Farmer, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument, as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth, Given under my hand and seal of office the day and year last above written.

(SEAL) Lois Greene, Notary Public.

My commission expires April 3, 1927.

Filed for record in Tulsa County, Okla. on Nov. 2, 1923, at 9:00 A.M. recorded in book 474, page 264, Brady Brown, Deputy,

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

243611 - BH

COMPARED

SECOND MORTGAGE ON REAL ESTATE.

This mortgage, made this 10th day of October, A.D. 1923, by and between Dick Ekins, single man, and - - - of the County of Tulsa, State of Oklahoma, hereinafter called first party, and Peoples Homes Corporation, organized under the laws of the State of Oklahoma, having its principal office at Tulsa, Oklahoma, hereinafter called second party.

TREASURER'S ENFORCEMENT

I hereby certify that I received \$2.00 and issued Receipt No. 12254 thereon in payment of mortgage tax on the within mortgage.

Dated this 2 day of Nov. 1923

W. W. Stacey, County Treasurer