

payments to draw interest at the rate of six per cent per annum from date of this agreement the same to be paid monthly at the time of the payment of said monthly installments, as more fully set out in and per terms of second party's series of promissory notes in favor of the first parties, this day executed and delivered.

Said second party, if he so desires, at any time, may make said monthly payments and pay said monthly notes in advance and in case of said advanced payments the interest shall be deducted from said payments and notes. ~~COMPARED~~

It is agreed that, the second party shall have an extension of not more than two months for said payment of monthly payments and monthly notes, and in case of such extension, the notes are to bear interest at the rate of six per cent until paid.

It is hereby agreed that second party shall have the possession of said premises, and shall not commit or suffer to be permitted any waste thereon; shall keep all improvements in as good condition as they are now in, usual wear and inevitable casualty expected, and shall pay all taxes, both general and special, which may hereinafter become due and payable, except taxes for the year 1923 which said first parties agree to pay.

It is further agreed that in case second party should fail to keep and perform all the foregoing conditions, or to make said payments of purchase money, or interest, or taxes as same become due, then, at the option of first parties, the contract shall be void and the payments made shall be retained as rent for the use of said premises; or first parties may declare the entire balance of the purchase money due and payable at once; in either case the first parties shall recover immediate possession of the premises, and second party shall have no rights under this contract, or any right to recover from first parties any amounts thus paid, but shall immediately deliver to first parties the possession of said premises together with all the appurtenances thereunto at the time belonging. Notice of election to exercise either of options is hereby waived.

It is further agreed that said second party shall not, without the written consent of the said first parties, permit by lease or otherwise, the premises herein described to be occupied by other persons than the second party and his family.

In case of failure to make the payments provided for in this contract and an action should be brought by the first parties to recover said premises or to obtain possession of the same, it is granted that a receiver may be appointed by the Court to take charge of said premises pending any litigation, and that said second party shall be at once removed from said premises by order of the court through said receiver, and that the second party herein agrees to pay all expenses incurred in such action.

It is further stipulated by and between the parties hereto that this contract shall in case of death either party thereto be binding upon the heirs, administrators, executors or assigns of said party or parties.

In construing this instrument the words "First parties" and "Second parties", wherever used, shall be held to mean the parties named in the preamble as parties hereto.

Witness our hands the day and year first above written.

Mrs. Pansy Dingle

Mr. D. R. Dingle

Emmett P. Johnson

STATE OF OKLAHOMA,)
COUNTY OF TULSA.) SS.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 17 day of September, 1923, personally appeared Mrs. Pansy Dingle and Mr. D. R. Dingle and Emmett P. Johnson to me known to be the identical persons who executed the within and fore-