

475

said Travis Landrum shall take this thirty-six Hundred (\$3600.00) dollars entirely as his own indebtedness the same as if it covered the North 80 acres of said quarter only. This mortgage has the privilege of paying one hundred (\$100.00) dollars or multiple thereof at any interest date, provided such payment does not exceed one-fifth (1/5) of the principal in one year, and this privilege is not cumulative.

Upon said seller's failure to comply with the terms of this said mortgage by not making any payment due thereunder then said buyer may pay the interest or whatever interest is due or any part of the principal due and apply the same as a payment upon the first note that is due to seller as a cash payment on the same. This shall give the buyer the right to pay any legal taxes and assessments upon the North 80 acres and apply the amount so paid upon said first note due, if said taxes are not paid when due on said North 80. **COMPARED**

The privilege is hereby given buyer to pay all said Thirty-six hundred (\$3600.00) dollars at any interest paying date of the interest upon said mortgage and any extra charge or bonus required in order that the holder of said mortgage will accept the money shall be split equally between buyer and seller, but the interest to date on said mortgage when paid shall be charged wholly to seller, and any sums so paid in accordance with the above shall be credited as a payment on the first note or notes due given buyer, above named.

Said buyer is acquainted with the condition of the title of said land and accepts the said title as being satisfactory in all particulars, save and except the said Thirty-six hundred (\$3600.00) mortgage, named above.

Said buyer accepts this land subject to any oil and gas leases that are now thereon, if any exists.

Said payments under this contract are by the terms of said notes, payable at the Producers National Bank, Tulsa, Oklahoma, to the credit of seller.

Option is given buyer to pay all or any part of the purchase price not due at any time he may choose and interest shall cease on all money so paid.

Time is the essence of this contract and failure to pay any note when due or any interest when due or to otherwise comply with this contract shall make this contract null and void and of no further force and effect, and seller shall be permitted to retain all money paid as a consideration for giving buyer possession and opportunity to buy this land upon the terms named.

Travis Landrum

Cynthia Landrum

Jesse O. Whitman

Mattie L. Whitman

Warranty deed to the land above named (80 acres) is this day executed by seller to buyer and to be held in escrow in the Producers National Bank, Tulsa, Oklahoma, to be delivered buyer in accordance with this contract.

Abstract of title to date to be furnished buyer at seller's expense.

Travis Landrum

Cynthia Landrum

Jesse O. Whitman

Mattie L. Whitman

Executed in Duplicate

STATE OF OKLAHOMA
COUNTY OF TULSA,

Before me, the undersigned, a Notary Public in and for said County and State, on this 6th day of October, 1923, personally appeared Travis Landrum and Cynthia Landrum, his wife, and Jesse O. Whitman and Mattie L. Whitman, his wife, to me known to be the