

Dollars, and the said parties of the first part, upon the making of such improvements and the making of such loan and payment in cash of Seven Hundred Fifty (\$750.00) Dollars, do hereby agree to accept a second mortgage, with one or more promissory notes, on said property and improvements, for the remainder of the principal amount due and unpaid according to the terms of this contract with interest at eight per cent per annum and payable at the rate of Fifty (\$50.00) Dollars per month and interest. COMPARED

IT IS FURTHER AGREED by and between the parties that when said second party shall exercise the option above referred to and make the improvements, that the said first parties will make a good and sufficient warranty deed to said second party, deposit said deed with such loan company or mortgagees, together with said second mortgage and a release of this contract, all of said papers to be made, executed, stamped and filed of record by said loan company of mortgagee at the expense of said party of the second part.

IT IS AGREED by and between the parties that the said second party shall make all payments as herein provided to said first parties in person or at the option of said second party, to the HOME BUILDING AND LOAN ASSOCIATION in the City of Tulsa, to the credit of the said first parties.

IT IS AGREED by and between the parties that when the said second party shall have paid the sum of equal to Seven Hundred Fifty (\$750.00) Dollars upon the principal amount due in addition to the Nine Hundred Fifty (\$950.00) Dollars paid upon the execution of this contract and the interest and taxes as herein provided and the making by said second party to said first parties, a first mortgage and notes upon said property, in the sum of Twelve Hundred Fifty (\$1250.00) Dollars bearing interest at rate of eight per cent per annum payable Fifty (\$50.00) Dollars and interest each month, the said first parties agree to make, execute and deliver to said second party, a good and sufficient warranty deed to said premises, provided that the expense of preparing and filing of said mortgage and the filing of said warranty deed, shall be paid by said second party.

IT IS FURTHER AGREED by and between the parties that the said second party upon the making of improvements upon said property, shall keep the same insured in an amount equal to the first and second mortgages thereon, loss, if any, payable to the mortgagees as their interest may appear.

IT IS AGREED by and between the parties hereto that the said second party shall not sell, assign, or transfer this contract or any right, title or interest therein or improvements thereon, without the consent of said first parties endorsed upon this contract.

IT IS AGREED that the terms, conditions, and covenants of this contract shall be applied to and binding upon the heirs, executors, legal representatives and assigns of the parties hereto.

IN WITNESS WHEREOF the parties have hereunto set their hands this 4th day of September, 1923.

Edith A. Kosher

John J. Kosher

Guy Mills

State of Oklahoma,)
County of Tulsa.) ss.

Before me, Arthur B. Crawford, a Notary Public, within and for Tulsa County, Oklahoma, personally appeared Edith A. Kosher, John J. Kosher and Guy Mills, 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 free and voluntary act and deed for the uses and purposes therein set forth.