

5. Time is of the essence of this contract and in the event purchaser fails to carry out any term or provision of this contract seller may immediately take possession of said property and enter upon the premises on which the same is located with or without legal process; seller may resell the same at public or private sale, without notice to the purchaser, without demand for performance; with or without having the said property at the place of sale and upon such terms and in such manner as the seller may determine the seller may purchase the same at such sale from the proceeds any such sale the seller shall deduct the expense of retaking, repairing and selling such property including attorneys fees and the balance thereof shall be applied toward the payment of the deferred payments. Any surplus shall be payed over to the purchaser. In case of deficiency seller may proceed against purchaser for the remainder or deficiency.

6. Seller shall have the right to enforce any one or more remedies hereunder successively or concurrently and such action shall not estopp seller to pursue or enforce any further remedy and any retaking or repossession of the property made hereunto shall not releive the purchaser from the payment or purchase price or any balance thereof.

7. Said indebtedness may be represented by one or more promissory notes aggregating the amount of said deferred payments.

executed in triplicate this the 16 day of Nov. 1923.

Wit. Chas. Johnson

FOUNDATION COMPANY,

Seller.

By S. J. Wick

Sannie Frazier, Purchaser.

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

Before me, the undersigned, Notary Public, in and for said County and State, on this 15th day of February, 1924, personally appeared S. J. Wick, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year first above written.

My commission expires Sept. 5-1927. (Seal) Brady Brown, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, Feb. 15, 1924, at 10:40 o'clock A.M. and recorded in Book 483, Page 284.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.

251220 C.M.J.

RELEASE OF REAL ESTATE MORTGAGE.

IN CONSIDERATION of the payment of the debt named therein, a certain mortgage made by L. G. Thomason & Janette K. Thomason to Oliver Bagby which is recorded in Book 318 page 446 of the records of Tulsa County, Oklahoma, covering the following Real Estate situated in said County:

All their right title and interest in & to Lot No. 7 Block No. 118 in the city of Tulsa, Okla. according to plat thereof. The interest of mortragors in above described property being one sixth (1/6) is hereby released in full.

Witness my hand this 18 day of Jan. 1924.

Oliver Bagby

State of Oklahoma, County of Craig.ss.

Before me, Margaret Berry a Notary Public in and for said County and State, on this 18 day of January 1924, personally appeared Oliver Bagby, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as free and voluntary act and deed for the uses and purposes therein set forth.