

3. Said purchaser agrees to pay all taxes and assessments, general and special, that may be levied or imposed upon said premises after the year of 1923 immediately when said payments become due and payable.

4. Said vendor agrees that when said purchase price shall have been paid in full, the said vendor will execute and deliver to said purchaser, a warranty deed, conveying said lots free and clear of all incumbrances, together with an abstract of title to the said property except an undivided half interest in and to the oil and gas on under the above described land reserved by Minchall and Oil and gas lease.

Said purchaser further agrees to keep said property at all times, fully insured against fire, lightning, and windstorm, for the benefit of the said vendor, and not to commit, or suffer to be committed, any waste upon the said premises, nor to permit thereon the accumulation of any waste or rubbish, nor to use the said premises in any manner which would increase the fire hazard thereon or to tend to decrease the market value thereof; and at no time to introduce into or keep upon the said premises any substances forbidden by law or ordinances.

It is further understood and agreed that the said sale is made under the express agreement that time shall be of the essence of this contract and of all payments herein required to be made, and of all covenants herein contained, and that in the event that the said purchaser shall fail or refuse to make any of the payments herein provided for, or make default in paying any taxes or special assessments against said property, when due, or in case of the purchaser's breach of any of the other terms or conditions of this contract, the said vendor may at its option, by written notice, rescind this contract, and the said purchaser agrees that, in such an event, all of the payments theretofore made by him, shall be held and retained by said vendor as rental for the use of said premises during the time which may have elapsed, and immediately upon such notice, to return and deliver up possession of the said property to the said vendor without hindrance or delay and title to any and all buildings and improvements and fixtures upon said property, shall, upon such breach, vest absolutely in the said vendor, as liquidated damages for the purchaser's breach of this contract.

This contract is to be binding upon the heirs, executors, administrators, and assigns of both parties hereto, provided, however, that said purchaser shall have no authority to assign this contract, except with the written consent of the said vendor, endorsed hereon.

Executed in duplicate, at Tulsa, Oklahoma, this 22nd day of January 1923.

C. E. Martin Vendor  
J. W. Martin  
C. C. Hefeles

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

Before me, a Notary Public in and for said County and State, on this 5 day of February, 1925 personally appeared C. C. Hefeles to me personally 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 signature and official seal, the day and year last above written.

My commission expires: May 21-1927. (Seal)

Dorothy Edgar, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, February 5, 1925, at 9:00 o'clock A.M. and recorded in Book 490, Page 590.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.