

encumbrances, except as to any lien duly released, and releases and other title papers thereof delivered with deed, and as to any lien assumed by purchaser and as to the lien of the Cameron County Water Improvement District No. 1 to secure water rentals, etc.

Within ten days after the receipt of abstract of title (such time being of the essence hereof) purchaser shall notify the seller in writing at his office at Harlingen, Texas, of any valid material objections to said title, raised by any reputable licensed attorney who has examined such abstract upon behalf of the purchaser, specifying such objections, and a reasonable time shall thereafter be allowed to remedy any such defects, thereafter said abstract is to be held in connection with the vendor's lien notes until fully paid, then it shall be delivered to purchaser.

The Seller reserves unto himself the right to establish roadways of the usual width along the perimeter of said land and also the right for the Irrigation District to build canals and laterals upon or across said lands or any part thereof.

Should the purchaser fail to comply with any of the provisions hereof or fail to pay any of said notes at maturity, or any part thereof or interest thereon time of payment thereof being the essence of this agreement, or refuse to accept said deed of abstract when delivered, or refuses to execute the vendor's lien notes as hereinafter provided or to take title to said land and premises when deed is tendered, then in any such event this agreement may, at the option of the seller, without notice, be terminated and thereafter the same shall be null and void and of no further force or effect, and said money and notes received this date as earnest money as aforesaid or proceeds of said notes shall be thereby forfeited to and become the absolute property of and shall be retained by the seller, or his assigns, as agreed, fixed, and liquidated damages, and as a rental for said land and premises from this date to date of cancellation, and thereupon the seller and other persons interested herein, shall be released and discharged from any and all liabilities or responsibilities hereunder; provided always, that when the payments have been made as and when due, and the other acts to be done and performed by the purchaser shall be done in accordance with the terms herein, then seller will cause to be conveyed the land herein described at which time possession shall pass to said purchaser.

It is further stipulated and agreed that in case the purchaser should default in the payment of any note herein or any part thereof, or any interest thereon, or any part thereof, or any sum mentioned in this contract, when the same by the tenor thereof becomes due and payable, then, in that event the whole of the sums mentioned in the contract, as evidenced by notes or otherwise, shall forthwith become due and payable at the option or election of the seller or any other holder or holders of said notes or any of them.

This contract, it is agreed shall be a Texas contract, to be construed under the laws of the State of Texas, as interpreted by the Courts of last resort in that State.

It is mutually agreed that this instrument constitutes the entire contract between the parties and sellers shall not be liable or obligated in any way on account of any representations, agreements or stipulations, not contained in this contract.

This contract is not binding on seller unless and until approved in writing on its face, by said seller.

WITNESS the hands of the parties hereto on this the 22d day of May, 1924.

Approved.

MUTUAL INVESTMENT COMPANY,

By -----

MUTUAL INVESTMENT COMPANY

By Wimberly McLeod

S. C. Calvert Purchaser

The above demand note for \$6,000.00 may be paid either in cash, or by the maker thereof dead-  
ing to mutual Investment Company, free and clear of all encumbrance, two certain houses  
and lots located on the Sand Spring, Okla. Interurban Line between Tulsa, Oklahoma and Sand