

time same is held by second parties under this contract. Second party hereby agrees that such payments is the reasonable rental value of said premises; and first party shall have the right without serving any of the notices required by the Statutes of Oklahoma to be given to terminate a tenancy under the laws of said state, to proceed at once against second party to recover possession of said premises and every part thereof the same as though unlawfully held by second party, by forcible entry and detainer or unlawful detainer.

It is further agreed, by and between the parties hereto, that time shall be the essence of this contract, and that any failure on the part of the second parties to faithfully keep and perform all or any of the covenants or agreements herein, on their part agreed to be kept and performed promptly, at the times and in the manner herein provided, shall work a forfeiture of this contract, and all right, title and estate, interest in or right of possession of said premises hereinbefore described, or any part thereof, and first party shall be entitled to retain all sums paid by second parties under this contract, as rent for the use and occupation of the same while held by second parties hereunder; and first party may re-enter and re-possess himself of said premises, and every part thereof; and all of the right of second parties under this contract, either in law or equity, shall thereupon cease, terminate and end as fully and effectively and completely as though this contract had never been made and entered into, or possession of said premises taken by second parties hereunder and all right, title, estate interest in or right of possession of said premises by second parties upon the happening of such default shall immediately terminate and end the right of possession shall come vested and remain in first party, thereafter, freed from any title, equity or right of possession in said real estate which second parties might claim under this contract.

It is further agreed that all the conditions and obligations of this contract shall be binding on the heirs, executors, administrators and assigns of the first and second parties hereto.

Witnesseth the signatures of the first and second parties, this the day and year first above written.

George C. Frickel

Party of the First Part.

Elizabeth Mortimer

Parties of the Second part.

State of Oklahoma, }
County of Tulsa. } SS.

Before me, the undersigned, a Notary Public in and for said County and State, on this 3rd day of July, 1924, personally appeared Elizabeth Mortimer, to me known to be the identical person, who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above set forth.

My commission expires Jan 15, 1927

(SEAL)

J. J. Jackson, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Jul 3, 1924 at 2:00 o'clock P. M. in Book 492, page 58

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk