

March 20, 1925 and due April 1, 1928. The remainder of Sixty-five Hundred (\$6500.00) dollars to be evidenced by one note of even date herewith for Sixty-five Hundred (\$6500.00) dollars due and payable in installments of two hundred twenty-five (\$225.00) dollars each payable quarterly from date until April 1, 1928 at which time the total balance then due shall become due and payable said deferred balance to bear interest at the rate of Eight (8%) per cent per annum payable quarterly from date until paid.

To secure the payment of said balance second party agrees to execute a note and mortgage on said real estate in favor of first party which shall be subject only to the above mentioned fifty-five Hundred (\$5500.00) dollar mortgage.

In case second party is unable to pay first party in full at maturity of said indebtedness, second party agrees to use his best efforts to arrange a loan in the sum of Eight Thousand (\$8000.00) dollars in some Building & Loan Association or otherwise, and should said sum be insufficient to take up the balance then due first party, and second party would be unable to pay same, then the said R. R. Park for himself, his heirs executors or assigns agrees that he will carry back a second mortgage in a sum not to exceed Thirteen Hundred (\$1300.00) dollars to be paid at the rate of Fifty (\$50.00) dollars per month the entire balance to be due 4/1-1930 at the rate of Eight (8%) per cent interest provided second party has met all payments promptly when due except as hereinafter provided, otherwise he shall not be bound by this obligation; provided however in case second party is unsuccessful in obtaining a loan in said sum of \$8000.00 he shall obtain as large a new loan as possible and first party in that event agrees to accept a second mortgage from second party for the sum paid balance payable in quarterly payments as before, the entire amount accruing to first party to be paid by April 1, 1930.

Second party agrees to convey or cause to be conveyed to first party or anyone designated by him, the said Highlands Addition property subject to two certain mortgages first in favor of the Home Building & Loan Association for Twenty-five Hundred (\$2500.00) dollars and now reduced to two thousand twelve (\$2,012.13) dollars and thirteen cents and a second mortgage to W. Warren Farrell for Twenty-one Hundred Eighty (\$2180.00) dollars and seventy-five cents now reduced to Sixteen Hundred (\$1600.25) dollars and seventy-five cents, the balance of both of which mortgages the grantee in said deed assumes and agrees to pay and agrees to furnish an abstract showing merchantable title subject only to said two above described mortgages.

Party of the first part agrees to convey to said party of the second part said Swan Park Addition property by a general warranty deed and further agrees to furnish an abstract showing a good and merchantable title to said property subject only to said Fifty-five Hundred (\$5500.00) dollar mortgage.

It is agreed that a copy of this contract together with a deed from R. R. Park and wife properly conveying said Swan Park Addition property to second party and a mortgage and note on said property from second party and wife to R. R. Park for said sum of Sixty-five Hundred (\$6500.0) dollars shall be placed in escrow in the Producers National Bank, Tulsa, Oklahoma to be held by said bank until said second party has made an additional payment on said note of Fifteen Hundred (\$1500.00) dollars making a total credit on principal of Three thousand (\$3000.00) dollars, at which time the bank is hereby authorized to store said instruments of record and to deliver to the said second party his deed and the first party the mortgage and note.

In case second party makes default in the payments on mortgage for a period of four (4) months, then said bank is hereby authorized to return to R. R. Park all of said papers, and he is entitled to possession of said property peaceably and without process of law.