

premiums, and to keep the said premises fully insured for the benefit of the seller, during the life of this contract.

Third: When the conditions of this sale shall have been fully complied with by purchaser the seller will execute to the buyer a special warranty deed conveying said lots free and clear of all incumbrance, together with abstract of title to same.

Fourth: That is agreed, that, in the event that the buyer shall be sick, and on that account shall be unable to follow his or her vocation, and shall furnish a certificate of a physician as to such sickness, satisfactory to the seller, the monthly payment shall be suspended during the continuance of such sickness, but in no event shall payment be suspended at any one time more than two consecutive months.

Fifth: If the buyer allows said monthly payments on the said lots to become delinquent for more than 60 days, except in case of sickness as hereinbefore provided the seller may at his option, either declare the entire balance of the purchase price due and payable or rescind the contract, and in the event of such rescission, all payments already made by the buyer shall be taken and retained by the seller, not as a penalty and the failure of said seller to exercise such option at any time of any default shall not operate to bar or abridge his right to exercise such option upon any such subsequent default of the buyer; it is agreed that a letter addressed to the buyer at Tulsa, Okla. shall be sufficient notice of the exercise of such option by the seller, and shall cancel this contract as to purchase.

Sixth: This contract shall not be sold, assigned, or transferred to any one of African descent.

Seventh: The purchaser shall not mortgage said lot nor in any manner encumber the same or create any lien thereof.

Eighth: This lot sold subject to a \$1500.00 mortgage, of record, due in 3 years from the date thereof, bearing 10 per cent interest, per annum, payable semi-annually, all of which the seller hereby assumes and agrees to pay. The seller ^{C.P. Flynn} also agrees to pay the cost of all renewals of said loan.

Ninth: In the event of sale, transfer or assignment of this contract with the consent of the seller, the assignee or grantee shall succeed to all rights and liabilities of the buyer, and the provision of this contract with reference to the sickness of, and notice to the buyer, shall be taken and held to refer only to the sickness and notice of such assignee or grantee according to the terms of the assignment and consent thereto attached. The purchaser further agrees not to sell, rent or lease or sublet said lots to any negro person or persons of African descent. It is agreed that after the present first mortgage has been refinanced that the seller will deliver deed and take back a 2nd mortgage payable at a rate covering all monthly payments & interest not in excess of the present \$45.00.

Tenth: It is hereby specially agreed by and C.P. Flynn. between the parties hereto, that the seller of said lots is making to the buyer thereof, at his special instance and request, the special prices and conditions set forth to enable the buyer to make the purchase as set forth in this contract and in view of such facts and concessions, on the part of the seller, it is hereby further agreed, that if the seller shall at any time declare this contract rescinded, as provided for in the fifth paragraph of this contract, then from and after the date of such rescission, the buyer hereof shall immediately surrender possession of the lots purchased herein, to the seller or in lieu of such surrender, the buyer may continue to occupy the lots so purchased, as tenant of the seller, for a period of one month, at the hereby agreed rental price per month of \$45.00 payable monthly in advance, and occupancy subsequent to said month shall be governed by the laws of Oklahoma, relating to landlords and tenants, and it is further agreed and stipulated, that, if the buyer hereof shall be found in possession of the lots purchased

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