

49

It is further agreed between the parties hereto that said second party shall take possession of the above described premises upon the execution of this contract, and shall pay all Taxes, assessments and charges accruing during the life of this contract, or any taxes, assessments and charges that have accrued since the 24th day of August, 1922, and said second party shall not permit any liens to be filed against the said property.

It is further agreed between the parties hereto that if default is made in the payments as above set forth by the said second party, and the payment of all taxes, assessments and charges when they become due, the first party may at her option declare this contract forfeited upon thirty (30) days notice given to the second party, his heirs or assigns; thereupon the said second party shall give up his possession of the above described premises, and all moneys paid may be considered as rentals for the use and occupancy of the said property, and the said party of the first part may dispose of the said property to any other person or persons, the same as if this contract had never been made, or take possession of it, free and clear from any claim whatsoever of the said second party.

It is expressly agreed between the parties hereto that the said second party shall not assign his right, title and interest in the said property by virtue of this agreement, unless the same is approved by the said party of the first part.

This contract shall be binding upon the executors, heirs, administrators and assigns of both parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

Annie E. Smith
First Party.

J. Frank Lay
Second Party.

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

Before me, the undersigned, a Notary Public, within and for said County and State on this 2nd day of December, 1924, personally appeared Annie E. Smith, a single woman, and J. Frank Lay to me known to be the identical person who executed the foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and notarial seal the day and year last above written.

My commission expires October 9th, 1926 (SEAL) Elizabeth Hall, Notary Public
Filed for record in Tulsa County, Tulsa Oklahoma, Dec. 2, 1924 at 3:50 o'clock P. M. in Book 498, page 632

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

273215 C.J.

POWER OF ATTORNEY.

INTERNAL REVENUE
\$25.00
Cancelled

KNOW ALL MEN BY THESE PRESENTS, That I, J. L. Seidenbach have constituted and appointed and by these presents do hereby constitute and appoint J. H. C. Hopkins of Tulsa, Oklahoma, as my true and lawful attorney in fact and for me and in my place and stead to enter into any contracts, agreements or instruments for the purchase of the

South Fifty (50) feet of Lot Six (6) in Block 136 of the Original Town of Tulsa, Tulsa County, Oklahoma, as appears from the recorded plat and being the improved property known as the Marquette Hotel Building and having a frontage of Fifty (50) feet on Main Street and running thence back easterly the full width of front to a depth of One Hundred Forty (140) feet to the alley in the rear. from the owner of said property, and I do hereby authorize him to make any agreements with any person or persons incidental or necessary to the carrying out of any contract of purchase