

with interest at the rate of 8 per centum per annum, payable semi-annually, on the whole sum remaining from time to time unpaid, and to pay all taxes, assessments or impositions that may be legally levied upon said land, subsequent to the year 1909. And in case of the failure of the said party of the second part to make either of the payments, or any part thereof, or perform any of the covenants on their part hereby made and entered into at the time and in the manner herein provided, this contract shall become and is hereby made a lease of the above described tract, from first party hereto to second party, and the payments herein provided for shall be, and are hereby made a rental for said premises, for the several terms between the times of said payments, and upon such failure, this contract shall, at the option of the party of the first part, be forfeited and determined, and the party of the second part shall forfeit all payments made by them on this contract, and ^{such} said payments shall be retained by the said party of the first part in full satisfaction and in liquidation of all damages by them sustained and they, said first party shall have the right to re-enter and take possession of the premises aforesaid without notice.

SECOND PARTY shall also procure insurance on the building or buildings now on said land, or that shall be hereafter erected on said land, for such sums as the same can be insured for, not to exceed the amount due on this contract, in some good company or companies, to be selected by first party, such insurance to be for the benefit and for the further security of first party.

IT IS MUTUALLY AGREED by and between the parties hereto, that the time of payment shall be the essence of this contract; and that all the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

IN WITNESS WHEREOF, the said parties hereto above named have hereunto set their hands and seals, this 23rd, day of March A. D., 1909.

Signed, sealed and delivered in presence of:

Martin L. Harris (SEAL)

Lucinda C. Harris (SEAL)

Alki Martin (SEAL)

Maude V. Martin (SEAL)

STATE OF INDIANA,)
: SS.
OHIO COUNTY.)

Before me, the undersigned, a Notary Public in and for said County and State, this 23rd, day of March, 1909, personally appeared the within named Martin L. Harris, who acknowledged the execution of this contract. WITNESS my hand and official seal.

Will W. Williams, Notary Public.

(SEAL) My commission expires June 22, 1911.

Filed for record at Tulsa, Okla., Apr. 30, 1909, at 1 o'clock P. M.

H. C. Walkley, Register of DEEDS (SEAL)

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