

Addition to the City of Tulsa, with all the improvements thereon, for the sum of \$2600.00 paid and to be paid as follows.

Fifty (\$50.00) Dollars the receipt of which is hereby acknowledged, and Fifty (\$50.00) Dollars each and every month thereafter until first party's equity is paid for with interest at the rate of eight (8%) per cent per annum. First party hereby agrees to apply \$24 of said payment each month on the mortgage of \$1200.00 executed to the Farm & Home Savings and Loan Association, dated January 1909, which said first mortgage second party hereby agrees to assume at the time first party executes the deed to second party as hereinafter provided.

After the first year no delinquency of less than ninety days shall cause the second party to forfeit his contract provided he pays first party interest on the delinquent payments, it being understood that the delinquent payments shall in no case exist beyond a period of ninety days.

It is agreed and understood that the first party's equity in the property at this time with fire and tornado insurance paid to December 17, 1911, and water service paid for to July 1st, 1909, is \$1398.65, and second party agrees to pay this amount in monthly installments of at least \$26.00 and hereby agrees to credit second party with interest at the rate of 8% per annum on the monthly payments of \$26 only after three payments have been made. That is to say, second party's interest credit will be based on total of three payments of \$26 per month.

First party hereby agrees that upon the completion of the payments aggregating \$680.03 as above stated and set forth, that it will make, execute and deliver unto said second party, his heirs or assigns, a complete Warranty Deed to the premises above described, thereby conveying perfect title thereto except the taxes levied subsequent to the year 1908, and the aforesaid mortgage.

Second party hereby agrees to execute and deliver to first party a second mortgage with principal note amounting to \$718.62, covering the deferred payments due first party at the time the aforesaid deed is executed, said mortgage to draw 8% interest per annum and to be due on or before two and one-half years from date.

It is further understood and agreed as a part of the consideration that the time shall be, and is hereby made an essence of this contract, and that in case default of the payments to be made in the time or manner of making any of the payments herein before provided, this contract shall cease to be further binding on the first party and the first party shall have the right to immediate possession of the premises herein described, without notice on demand and all the rights of second party thereto and to the possession thereof shall forever cease and end as fully, finally and completely as though this contract had not been entered into, and second party shall deliver possession of said premises to first party on demand.

It is further agreed and understood that any payments made by second party unto first party under this contract shall in case of default be retained by first party as the agreed compensation for the use and occupation of the premises during the time they are held by second party, and as fully liquidated damages for any breach of the conditions of this contract on his party.

THE TRUDENIAL INVESTMENT CO.

By Lawrence M. Cone, President.
First Party.

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