

all buildings on said land, or that shall be erected on said land, during the term of this contract, constantly insured against fire and tornado, in some company acceptable to said party of the first part.

It is specifically understood and agreed that time is the essence of this contract and that if the said party of the second part shall default in any payment as hereinabove agreed, for more than thirty days, or if said party of the second part shall default in or fail to keep and perform any of the conditions hereinabove set out, then in that event the said party of the second part shall forfeit to said party of the first part, as liquidated damages, all money paid in accordance with this contract to said party of the first part, and shall forfeit all right and interest in and to the above described property and the said party of the first part may immediately upon default, enter and take possession the above described property, provided, that the above mentioned forfeitures shall be at the option of the said party of the first part.

IN WITNESS WHEREOF, the said parties have hereunto, and to a duplicate hereof, set their hands, this 13th, day of July 1909.

Executed in the presence of:

J. A. Ygager

Rae Henton

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

BEFORE ME, Wm. Queryry, a Notary Public, in and for said County and State, on this 13th, day of July 1909, personally appeared J. A. Yeager and Rae Henion, to me known to be the identical persons who executed the within and 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.

Wm. Query, Notary Public

(SEAL) My commission expires Nov. 22, 1941.

Filed for record at Tulsa, Okla., Jul. 13, 1909, at 8 o'clock A. M.

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

ASSIGNMENT OF MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Commerce Trust Company of Kansas City, Missouri, Mortgages in that certain mortgage dated Oct. 1st, 1908, and of record in Book 39 of Mortgages at page 29 in the Register of Deeds office in Tulsa County, Oklahoma.

For and in consideration of the sum of \$500.00 to it in hand paid, receipt of which is hereby acknowledged, does sell, assign, transfer, set over and convey unto the President and Fellows of Middlebury College, said mortgagee, together with the promissory note debts and claims thereby secured.

TO HAVE AND TO HOLD THE SAME forever subject, nevertheless to all the conditions therein contained.

IN WITNESS WHEREOF, The said party of the first part has caused these presents to be signed by its President and attested by its Secretary, and the corporate seal to be hereto attached, this 28th, day of June 1909.

(CORPORATE SEAL)
ATTEST: H. C. SCHITZGEBEL, SECRETARY

COMMERCE TRUST COMPANY
By W. T. TEMPER.,