

hereinbefore recited, and all other amounts which may be paid out by said second party or assigns, under the provisions of this mortgage, and all other indebtedness which may be due said party or assigns at the times herein stipulated, then this conveyance shall be null and void, otherwise to remain in full force and effect. And in case of any default in the payment of said indebtedness, or failure of said first party to fulfill any of the stipulations and agreements hereincontained, said party of the second part, his heirs or assigns, agents or attorneys, are hereby authorized and empowered to declare the whole indebtedness hereby secured at once due and payable, to take charge of said property on demand without process of law, and proceed with the foreclosure of this instrument as provided by law.

IN TESTIMONY WHEREOF the parties of the first part have hereunto subscribed their names, the day and year first above written.

Harry A. Stearns

Una Stearns

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 27 day of May 1909, personally appeared Harry Stearns and Una Stearns, his wife 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.

Daisy Miller, Notary Public.

(SEAL) My commission expires March 16, 1911.

Filed for record at Tulsa, Okla., Jul.28/ 1909, at 3 o'clock P. M.

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

.....

Tulsa, Oklahoma, May 28th, 1909.

C O N T R A C T.

THIS CONTRACT, Made and entered into this the 28th, day of May 1909, by and between Mrs. M. P. Wilhite, party of the first part, and Henry Knisel, party of the second part,

WITNESSETH: That the party of the first part agrees to sell to the party of the second part a certain lot, part of Lot Four (4) in Block Seventy Six (76) bounded as follows:

Beginning at a point Fifty Five (55) feet east of the Southeast <sup>out</sup> Corner of Elgin and First Street, running in an Easterly direction Twenty Eight (28) feet; Thence North One Hundred Sixty feet (160); thence West Twenty Eight (28) feet; Thence South One Hundred Sixty (160) feet to place of beginning. All in Lot Four (4), Block Seventy Six (76) according to the amended plat of Tulsa, for the sum of Eighteen Hundred (\$1800.00) Dollars.

Party of the second part will pay upon presentation of this contract to the Central National Bank of Tulsa, the sum of Two Hundred (\$200.00) Dollars. It is expressly agreed that this money is paid as earnest money to bind the deal until such time as good & sufficient warranty deed can be made. Then the party of the second part agrees to pay the remaining sum to-wit: (\$1600.00) in cash.

M. P. Wilhite  
H. Knisel.