

A. E. Bradshaw, Notary Public.

(SEAL) My commission expires September 1st, 1910.

Filed for record at Tulsa, Okla., Aug. 31, 1909, at 1.10 o'clock P. M.

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

A G R E E M E N T.

THIS AGREEMENT, Made in duplicate this 31st, day of August 1909, by and between John M. Townley and Thomas L. Townley, of the first part and Charles H. O'Donnell, of the second part..

WITNESSETH: That the parties of the first part for and in consideration of the covenants and agreements to be performed by the party of the second part, hereby agree to sell unto the party of the second part the following described real estate, situated in the County of Tulsa, State of Oklahoma, to-wit:

Lots One (1) and Two (2) of Block Three (3) of the Townley Addition to the City of Tulsa, Oklahoma, together with all the buildings located upon said Addition and consisting of One Six (6) room house, barn roof cellar and other outhouses being all the improvements upon said property. At the agreed price of \$2,000.00, to be paid as follows: \$1,000.00 in hand, the receipt of which is hereby acknowledged and \$1,000.00 on or before Two (2) years from date of this contract, said deferred payments bearing interest at the rate of Eight per cent (8%) per annum from date hereof. Possession of said property to be given November 1st, 1909.

PROVIDED ALWAYS: The said party of the second part in consideration of the premises hereby agrees to pay all taxes and assessments which may be levied against said premises when due and will not at any time allow any taxes or assessments against said lands during the existence of this agreement to become delinquent and agrees to keep the property insured in the Glens Falls Company in the sum of \$1050.00 and to pay all insurance premiums as the same may become due..

And the said parties of the first part hereby agree on receiving the sum hereinbefore mentioned and interest thereon at the time and in the manner hereinbefore mentioned and upon the surrender of this agreement, to execute and deliver to the party of the second part a Good and sufficient Warranty Deed and Abstract showing good and merchantable title to said property.

And it is hereby mutually understood and agreed by and between the parties hereto that time is the essence of this contract, and in case the said party of the second part shall fail to make the deferred payment of \$1,000.00 with interest thereon at the rate of Eight (8%) per cent per annum on or before Two (2) years from date hereof or shall fail to pay the taxes or assessments which may be levied against said property before the same shall become delinquent, then this contract shall, so far as it may be binding upon the party of the first part, become null and void, and all the rights of the said party of the second part shall cease and determine, and the sum herein acknowledged shall be deemed the property of the parties of the first part and if the said property shall thereafter be occupied by the party of the second part, the rental for the same shall be the sum of \$50.00 per month and on a monthly rental only.

The parties of the first part shall have the right immediately upon the failure of