

by and between Charles Page, of Tulsa, Oklahoma, party of the first part, and Loretta E. Smith, party of the second part:

WITNESSETH: THAT the party of the first part, for and in consideration of the covenants and agreements to be performed by the party of the second part, hereby agrees 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:

Southeast Quarter (¼) of the Southeast quarter (¼) of Section five (5), Township Nineteen (19) North, Range Twelve, (12) East, (subject to an agricultural lease to M. P. Cook, dated February 26, 1909, and terminating March 1, 1910: at the agreed price of Sixteen Hundred (\$1600) Dollars, to be paid as follows, to-wit:

\$100.00 in cash, the receipt of which is hereby acknowledged:

\$100.00 on the 15th of February, 1910, and

\$100.00 every six months thereafter until the balance of the purchase price, to-wit: \$1500, shall be fully paid:

said deferred payments to be evidenced by (15) promissory notes of even date herewith and bearing interest from date at the rate of 6% per annum.

And the said party of the second part, in consideration of the premises, hereby agrees to pay all taxes and assessments that may be levied against said land when due, and will not at any time allow any taxes or assessments against said land, during the existence of this agreement, to become delinquent.

And the said party of the first part hereby agrees on receiving the sums hereinbefore named 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 said party of the second part a good and sufficient Warranty Deed and abstract showing good and sufficient 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 payments hereinbefore specified, or any of them, punctually upon the terms and times above stated, or shall fail to pay the taxes and assessments that may be levied and assessed against said property, before the same shall become delinquent, then this contract, shall go far as it may be binding upon the party of the first part, become absolutely null and void and all the rights of the said party of the second part shall cease and determine, and the sums theretofore paid shall become property of first party, as rental for use of said property.

And the said party of the first part shall have the right, immediately upon the failure of the said party of the second part to comply with the terms of this contract, to enter upon said property and take immediate possession thereof, together with the improvements thereon.

And it is further agreed by and between the parties hereto that no assignment of this contract by the said party of the second part shall be valid without the written consent of the said party of the first part endorsed thereon, and that no assignment hereof shall in any event release the said