

option of the party of the first part, be forfeited and determined, and the party of the second part shall forfeit all payments made by him on this contract, and such payments shall be retained by the said party of the first part in full satisfaction and in liquidation of all damages by her sustained and she shall have the right to re-enter and take possession of the premises aforesaid without notice.

IT IS MUTUALLY AGREED by and between the parties hereto, that the time of payment shall be the essence of this contract and that all the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors administrators and assigns of the respective parties.

IN WITNESS WHEREOF, the said Clarissa Bell and Frank Hackathorn, have hereunto set their hands and seals, this 15th, day of October A. D. 1909.

Signed, Sealed and Delivered in presence of :

Albert H. Bell

Clarissa Bell (SEAL)

Don Pilcher

Frank Hackathorn (SEAL)

STATE OF OKLAHOMA,)
T U L S A COUNTY.) SS.

BEFORE ME, C. W. Grimes, a Notary Public in and for said County and State, on this 15th, day of October 1909, personally appeared Clarissa Bell, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as here free and voluntary act and deed, for the uses and purposes therein set forth.

C. W. Grimes, Notary Public.

(SEAL) My commission expires Feb. 19th, 1911.

Filed for record at Tulsa, Okla., Oct. 16, 1909, at 2.25 o'clock P. M.

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

M O R T G A G E.

KNOW ALL MEN BY THESE PRESENTS:

That We, C. S. Walker and Kate T. Walker, of Tulsa County, State of Oklahoma have mortgaged and hereby mortgage to Flowers Nelson, of Tulsa County, Oklahoma, the following described real estate and premises, situated in Tulsa County, State of Oklahoma, and thus more particularly described, as follows, to-wit:

The South Half of the Southerly Fifty (50) Feet of Lot One (1) in Block 188 of the City of Tulsa, Oklahoma, according to the official plat thereof, with all the improvements thereon and appurtenances thereunto belonging and warrant the title to the same.

This mortgage is given to secure the principal sum of One Thousand Dollars (\$1000.00) with interest thereon at the rate of eight per cent (8%) per annum, payable annually, from the 16th, day of October 1909, according to the terms of one certain promissory note described as follows:

One promissory Note for \$1000.00 dated October 16, 1909, due and payable six months from date, payable to the order of Flowers Nelson, and signed and executed by C. S. Walker and Kate T. Walker. Dated this 16th, day of October, 1909.

C. S. Walker.
Kate T. Walker.