

An acceptable note in the sum of Six Thousand and Seventy five dollars (\$6075.) bearing interest at the rate of six per cent per annum after maturity and due in six months from date. The balance of the purchase price to be in three equal payments due twelve (12) Eighteen (18) and Twenty four (24) months respectively after date and bearing interest at the rate of six per cent per annum after six months from date.

It is further agreed by the first party that second party may have the option on that part of the above described premises which is excepted from this contract as being contracted to J.H. McKee should said McKee fail to comply with the terms of purchase, said option to be at the price at which the same is now contracted to the said McKee subject to the same conditions, except that the party of the second part shall have an extension of six months on the time granted the said McKee and named in the said contract, said second party agreeing to pay six per cent interest on the amount due on the said McKee contract for the period of time from the maturity of the said McKee contract. It is stipulated and agreed by the parties hereto that in case the said McKee land comes into the possession of the second party by the terms of this agreement that the same shall be placed on sale along with other property herein described and contracted to be conveyed.

It is agreed by and between the parties hereto that one D.W. Reighard as trustee of said land shall receive the title thereto for the purpose of carrying out the terms hereof and shall execute all deeds to said property.

It is further agreed that the party of the second part shall be privileged to sell the said lots, upon contract, upon such terms as he shall choose with the understanding that twenty five per cent (25%) of the proceeds from said sale shall be retained by him to defray the costs of promotion and that cash or contracts received by him for the remaining seventy five per cent (75%) of the purchase price shall be deposited with the trustee until such time as the same shall be credited upon the notes hereinbefore mentioned, said contracts to be received by the Trustee only upon his approval of the same. The said trustee is hereby authorized by the parties hereto to make deeds to lots or blocks only at such times as the proceeds of the sale of lots shall amount to full consideration of the sale price, thereof, it being agreed that Two Hundred Dollars (\$200) shall be the minimum sale price of any of the lots under this contract.) At such time as said deeds are made the said trustee shall credit the party of the second part upon the above mentioned notes the amount received by him thereon, said payments being applied upon the notes in the order of their maturity. The purpose of the transaction embodied in this contract is that the land herein contracted to be conveyed shall be platted as an addition to the City of Tulsa and shall be put upon the market as such addition, it being stipulated that the lots shall be of the dimensions of fifty (50) feet frontage by one hundred and forty (140) feet depth or as nearly said depth as the prudent platting of the same will permit. Any fractional portion of said tract to be laid out as the judgment of the Civil Engineer may direct. It is further stipulated and agreed by the parties hereto that the streets shall remain as now laid out around the home block, and shall correspond with and join thereto.

The party of the second part agrees to pay 1911 and all subsequent taxes that are or may be due on the land described including the McKee land, provided the acquires the same.

Party of the first party shall have all fruit and crops grown upon said land for the year 1910.

In witness whereof the said parties have affixed their signatures to this contract this 23rd day of July 1910