

and for liquidated damages for the breach of this contract.

It is agreed that if the vendor, during the existence of this contract, indulge said vendee in the payment of any one or more installments or part of installments when due by extending the time or method of payment or payments, or varying the amount of payment of any one or more installments when due, such indulgence shall not be held as a waiver by the vendor of the express terms of this contract in respect to its right to take or obtain possession of the property herein by reason of the vendee's failure to make the payment of the installments as above set out, or for breach of any other stipulation in this contract as to pawning, encumbering, removing, damaging, or any other manner disposing of, selling, or conveying said property without the written consent of the vendor; and in the event that vendor indulge the vendee by varying the amount of payment of any one or more of the installments, the amount or amounts of such varying payments may be applied by the vendor at its discretion.

It is agreed that the vendee shall not pawn, remove, damage, or in any other manner dispose of sell or convey said property without the written consent of the vendor, but will hold said property in trust for the vendor until the performance of all conditions of this contract; but will after default, or after the breach of any of the conditions of this contract, deliver said property to the vendor.

It is agreed that in the event of an assignment, general or partial, by the vendee, of his property, real or personal, for the benefit of creditors, or the filing of a petition by or against the vendee in bankruptcy, the vendor may take immediate possession of said property, with or without process of law, and proceed according to the Statutes of Tennessee in regard to conditional sales.

The vendee agrees to insure the said property in the name and for the benefit of the vendor for an amount not less than \$206.50 and deliver to the vendor the policy or contract of insurance.

It is agreed that the vendor shall at any and all times, have the right, before delivery of above property, to refuse to deliver the same, or any of it, and to annul this agreement.

It is agreed that this is a Tennessee Contract.

It is understood that married women in this contract act as agent for the husband.

It is agreed that in the event of legal proceedings taken by the vendor to protect its rights herein, the vendee shall pay all expenses, costs and attorney's fees.

All of which is mutually agreed and done in duplicate hereto, this Twenty First day of January, 1910

Frank Fixmer

Witness: C. W. Hindricks.

Subscribed & sworn before me, a Notary Public this the 7th day of Feb'y, 1910

W. C. Marlow, Notary Public.

(Seal)
My commission expires Jany 26-1913.

Filed for record at Tulsa, Okla. Feb. 21, 1910 at 8 o'clock A. M.

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