

It is further mutually understood and agreed by and between the parties hereto, that said party of the second part shall grade all the streets surrounding the Blocks herein described and that he shall set out and plant upon each of the Lots included in the Blocks herein described Two trees upon each lot, and that he shall set out and plant upon the parkage surrounding said lots trees not more than twenty five feet apart.

It is further mutually understood that all the cost and expense of the grading of said streets and the planting ~~xxx~~ of said trees, shall be born and paid for by the said party of the second part, and that all contracts therefore shall be entered into in his own name, and that the cost and expense of said improvements shall not become a lien upon the lands herein described.

It is further mutually understood and agreed that the said party of the second part agrees to undertake the sale of the Lots embraced in the Blocks herein described and that he will turn over to said party of the first part all cash received from the sale of said Lots, which said money shall be applied upon the purchase price of the lands herein described, and that any and all notes taken from purchasers for any of the Lots embraced in the Blocks of land herein described, shall be deposited with the Bank of Commerce, of the City of Tulsa, which said Bank shall hold said notes until the day upon which the said party of the second part has, under the terms of this contract, in which to complete payment for the same.

It is further mutually understood and agreed that the said party of the first part shall make out and execute contracts for deeds upon all lots sold by the said party of the second part, and that when said party of the first part has been paid in full according to the terms of this contract, then the said party of the first part will convey to the said party of the second part in fee simple, clear and free from all incumbrances, whatsoever, by good and sufficient warranty deed all the lots remaining unsold in Blocks Four (4) Five (5) Twelve (12) Thirteen (13) Fourteen (14) Fifteen (15) and the West half of Block Eleven (11) except Lots No. 17, 18 19 and 20, in said Capital Hill Addition to the City of Tulsa and will also turn over to the said party of the second part, all notes taken in payment for said Lots sold, for which the said party of the first part has made and executed contracts for deeds which have not been paid.

It is expressly understood and agreed that the notes taken as part payment for the lots by the said party of the second part, in the name of Vinita Crutchfield, shall not constitute payment to said party of the first part of the purchase price as between the parties hereto.

It is further expressly understood and agreed, that this agreement and any and all of the covenants herein contained are subject to the conditions and reservations binding upon the parties hereto, their heirs, executors, administrators and assigns, that in no event, shall the party of the second part, his heirs or assigns, erect upon any portion of the premises herein described a building to be used for a residence costing less than Seven Hundred (\$700.00) Dollars, and further that none of the Lots or lands herein agreed to be conveyed shall be used for manufacturing purposes, and that any contract or deed made with any person or persons conveying any of the lots herein described shall contain this reservation and restriction.

It is further mutually understood and agreed, that in case said party of the second part fails to pay the purchase price for said lands in full on or before the first day of September, 1911, that said party of the second part shall forfeit all