

with interest from date at the rate of eight per centum (8%) per annum from date until paid.

paid.

It is fully understood that said property and other real estate belonging to said first party is now encumbered by a mortgage in favor of the farm and Home Savings and Loan Association of Missouri, but the said first party hereby contracts and binds himself his heirs and assigns, that, upon the full payment of the said second party of the said purchase price of said real estate and premises above described, the said first party will convey the said real estate to said second party by warranty deed conveying good and clear title and free from all liens or encumbrances of every kind or nature whatsoever, except as to taxes and assessments for local improvements that may hereafter become due.

It is further agreed that all taxes and assessments for street paving, sidewalks sewers or other local improvements that may hereafter become due upon said premises shall be paid by the said second party at the times the same may become due and payable by law and that, should said second party fail to pay said taxes and assessments when due then said first party may pay same and shall have a lien upon said premises therefor for the amount so paid, with interest thereon from the time of such payments at the rate of eight per centum (8%) per annum until paid.

Now, if the said second party shall fail to pay the above indebtedness when ~~and~~ <sup>and</sup> as the same shall become due as above stipulated, then the said first party may, at his option, declare this contract null and void, and the amounts ~~therefore~~ <sup>to</sup> paid by said second party shall be retained by said first party as and by way of rental paid for said premises and said first party shall thereupon have the right to enter and take possession of said premises, or the said first party, if he shall so elect, may declare all the above indebtedness to be forthwith due and payable and may thereupon proceed to foreclose in court his lien on said premises herein and hereby retained by him thereon to secure the payment of said indebtedness.

All the covenants, agreement, conditions and provisions of this contract shall extend to and be binding upon the heirs, administrators, executors and assigns of the parties hereto.

IN WITNESS WHEREOF, We subscribe our names to this contract in duplicate on the day and year first above written.

J.E. Miller,

Faye V. Frey.

Acknowledgment.

State of Oklahoma, County of Tulsa, S.S.

Before me the undersigned a Notary Public within and for the said county and State on this 9th day of May 1910, personally appeared J.E. Miller, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to ~~me~~ <sup>me</sup> that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

In Witness whereof, I have hereunto set my hand and affixed my Notarial seal on the day and year last above written.

(seal)

Lucile Chastain, Notary Public.

My commission expires the 13 day of Jan. 1914.