As a further consideration it is understood and agreed that parties of the second part shall pay all taxes and assessments against the above described property when the same shall become due according to 1 law, and shall keep all buildings on the said land fully insured against fire and tornado for the full period of this contract, policies to be endorsed by and made payable to Mary D. Kreager "as her interst may appear" and be deposited in escrow with a copy of this contract and deed hereinafter mentioned.

It is further understood and agreed that in case parties of the second part fail or neglect to make payment of any sums of money hereinbefore mentioned when the same shall become due and payable according to the terms of this contract, or neglect to perform any condition imposed upon said second parties by the terms of this contract, that upon such default upon the part of the parties of the second part, the contract shall cease to be binding on the parties of the first part as the option of the parties of the first part, and all payments made thereon prior to such default shall be forfeited to parties of the first part for the use and occupancy of the above described property and parties of the second part agree to give parties of the first part, in writing, that parties of the first part declare th-is contract abrogated, and parties of the second part hereby appoint the Bank of Commerce, of Tulsa, Oklahoma, with which this escrow is deposited, their agents for the purpose of receiving such notice.

It is further understood and agreed that parties of the second part may pay on June 1st of any year, in addition to the monthly payments and interest hereinbefore mentioned, the sum of twenty five (\$25.00) dollars, or any multiple thereof, of the principal sum hereinbefore mentioned, or may pay the entire amount due according to the terms of this contract at any time hereafter.

It is further agreed that parties of the second part may at any time when not in default of any payment of principal or interest, sell or assign their intrest in this contract and in the property hereinabove described, on condition however, that such assignee take the same subject to all the conditions herein set out.

It is further understood and agreed that time is of the essence of this contract.

It is further understood and agreed that parties of the first part shall make and execute a warranty deed to the above described property to the parties of the second part, which said deed shall be deposited in escrow with the copy of this contract in the aforesad Bank of Commerce, to be delivered by the aforesaid Bank of Commerce to parties of the second part upon payment to said Bank of Commerce by parties of the second part of all the sums hereirabove mentioned and the performance of all the conditions herein imposed upon them by the terms of this contract; and upon default of any payment or breach of any condition herein named by parties of the second part, said contract and deed so held in escrow shall be delivered to the parties of the first part by said Bank of Commerce, which is hereby appointed by said parties of the second part as their agent to deliver the same to said first parties upon such default or breach and without any further authority from said second parties.

It is further understood and agreed that all payments upon this contract shall be made to and through the aforesaid Bank of Commerce, which is hereby

1 1/11

398