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Joseph W. Beatty.

To

Arthur J. Lubbe.

Option Contract.

This Agreement, made this 18 day of June 1907 between Joseph W. Beatty of Carrollton State of Illinois party of the first part, and Arthur J. Lubbe of the City of St. Louis State of Missouri, party of the second part:

Witnesseth, And Wherein, the part of the first part, for and in consideration of the sum of One Dollar, to him in hand paid by the party of the second part, the receipt of which is hereby acknowledged, does hereby give and grant to the party of the second part, the option, privilege and right of purchase for sixty days from this date, to purchase from him the said first part, the following described real estate, situate in Creek nation, Indian Territory, to-wit: The West Half of the North West Quarter, Sec. twelve (12) Township 12 N. Range 12 E. East 1/2 in the Creek nation, Indian Territory together with all houses, buildings, fences and improvements of all kinds, for and in consideration of the sum of Eight thousand \$8000.00 Dollars, to be paid him by the party of the second part.

Party of first part hereby guarantees and agrees to deliver to party of second part, on payment of said purchase money, a warranty deed to said real estate, and that the title to said land shall be perfect and free from all encumbrances, less otherwise tithes.

Should the part of the second part within said period of sixty (60) days, accept the proposition of the first part to sell said real estate, and agree to take the same at the price, and on the terms offered, and tender to the party of the first part, the said sum of Eight thousand \$8000.00 Dollars, then the party of the first part hereby binds himself to execute to said party of the second part, a good and sufficient deed of conveyance as above, for said real estate.

The said Joseph W. Beatty having authorized one Geo. B. Stanley of Tulsa, Indian Territory to lease above described property for oil and Gas. hereby agrees to telegraph the said Geo. W. Stanley that this option has been given and should no lease be made by the said Stanley, by six o'clock this 15th instant day of June, 1907, then this option shall be in full force and effect, for sixty days.

In Testimony, We, the parties hereto, have hereunto set our hands and seals, this 18th day of June, A.D. 1907.