

property to the parties of the second part and a further sum of \$ 675.54 in cash or certified check to be deposited in escrow in the Central National Bank of Tulsa for such a period as may be required by law for the intervention of the creditors of the parties of the first part, to remain there in the said Bank as security to parties of the second part against unlisted, unmentioned debts of the parties of the first part, pertaining to the business of the Southwestern Automobile Co and in case any debts of parties of the first part, which are not scheduled in the invoice hereinbefore mentioned, shall be brought to the notice of knowledge of parties of the second part, then, and in that event such debts shall be paid out of the said sum so deposited in escrow, but if no such debts shall appear within the time limited by law for the intervention of the creditors of the said parties of the first part, then, in that event, the amount so deposited in escrow shall, at the expiration of the said time, become the absolute property of and be paid over to the parties of the first part. No sums to be paid on account of the said indebtedness until said accounts are allowed by Dr Carl Snodgrass or upon order of a Court of competent jurisdiction.

Parties of the first part hereby warrants the title of all stock fixtures tools and implement hereby sold and transferred to the parties of the second part and hereby represents and guarantees that the same are free and clear of all liens and incumbrances whatsoever.

The parties of the first part further agree that they will not again engage in the business of buying and selling Automobiles repairing the same or selling the parts thereof, nor to operate a storage house for automobiles commonly known as a garage, within the County of Tulsa, State of Oklahoma for a period of Two (2) years from this date.

The parties of the second part hereby agree to pay the sum herein set out in the manner and for herein provided according to the terms of this contract, and as a further consideration of the sale and transfer of the stock, fixtures, tools and implements business and good will, parties of the second part hereby agree to assume the following debts of the Southwestern Automobile Company, to-wit:

Account of Diamond Rubber Co	\$ 219.93
Excelsior Supply Co	\$ 99.25
Sprague Umbrella Co	\$ 182.40
Fisk Rubber Co	226.48
Putnam Boot Co	44.00
Maxwell Auto Co	\$ 12.40
	<u>\$ 774.46</u>

Parties of the second part further agree to assume the indebtedness of the parties of the first part on account of the Bowser Pump Co amount as per invoice for two pumps and tank

In witness whereof the parties have this 8th day of August 1908 executed this contract in triplicate, one copy of which to be placed in the hands of the respective parties and one copy to be placed in escrow with the monies to be placed in escrow.

In the presence of

R.I. James

Joseph B Bartleytt

We acknowledge receipt of \$ 675.54 to be held and disbursed according to the terms of the within

Contract. 8/8/08 J.M. *Berry*

Filed for record Aug 19 1908 at 3:45 P.M. H.C. Walkley Rec of Deeds (SEAL)

Southwestern Auto Co.

Dr Carl Snodgrass Mgr.

Edna Engle

M.T. Dill

T.C. Ferguson