

parties of the second part perfect title to said lands

Party of the first part agrees that if her should be unable for any reason to furnish parties of the second part perfect title to said lands, he will return to them the sum of \$ 500 paid to him at the time of the signing of this agreement , the receipt of which \$500 party of the first part hereby acknowledges and confesses .

It is mutually agreed between the parties that should party of the first part fail to furnish such abstract within ten days, said parties of the second part may, at any time within twenty days from this date, upon payment to the party of the first part, of the balance due on said ~~XXXXXXXXXXXX~~ purchase price \$1300 be entitled to a warranty deed covering such lands which party of the first part agrees upon such offer of payment to deliver to the said parties of the second part . If for any reason , party of the first part is unable to furnish perfect title , ~~XXXXXXXX~~ to the satisfaction of the attorneys for the parties of the second part then this contract shall become null and void and the party of the first part agrees to return the sum of \$ 500 herein acknowledged by party of the first part .

IN WITNESS WHEREOF the parties have hereunto set their hands this 10th day of September 1908 .

James R Stout  
Party of the first part

Albert Fallin

State of Oklahoma )  
County of Tulsa . ) SS

Jonathan W Carlestrom

*parties of the second part*

Before me, a Notary Public in and for said County and State on this 10th day of September A.D. 1908 , personally appeared James R Stout to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth .

GIVEN UNDER MY HAND OFFICIALLY this 10th day of September 1908 .

C.W. Singleton  
Notary Public

SEAL. My commission expires Dec 12 1911

Filed for record Sep 10 1908 at 5 P.M. H.C. Walkley Reg of Deeds (SEAL)

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-----: DEED OF SURRENDER AND RELEASE :-----

KNOW all men by these presents , That I William P Thompson of Bradford Pennsylvania for and in consideration of the sum of One ( \$1.00) Dollar to me in hand paid by Shamrock Oil and Land Company of Vinita Oklahoma, the receipt of which is hereby acknowledged do hereby surrender, grant, yield, up, remise and release, and by these presents do for my heirs, executors, administrators and assigns hereby surrender, grant, yield up, remise and release unto Shamrock Oil and Land Company all my right, title and interest in the S/2 or SE/4 of NW/4 and the SE/4 of SW/4 of NW/4 Section 28, Township 21 North Range 13 East, ( excepting five acres bounded and described as follows :- The SE 1/4 of the SE 1/4 of the SW 1/4 of the NW 1/4 and the SW 1/4 of the SW 1/4 of the SE 1/4 of the NW 1/4 of Section 28 Township 21 North Range 13 East also ground occupied by one 250 Bbl tank of Wm. P Thompson ., acquired by me under the provision of a certain contract of lease made and entered into on the 25th day of February 1907 between Shamrock Oil and Land Company as lessor, and myself William