

have the right to enter upon said premises and prospect the same for shale and shall have the right to remove such shale from said premises, at such places as second party shall elect as shall in the judgment of second party be necessary to make a full and complete test of the same as to its suitability for the manufacture of brick, tile, pottery or other clay products, without cost or expense to second party on account of the removal of any of said shale.

Witness our signatures this 28 day of Aug A.D. 1908.

William R Campbell

Emma Campbell

First parties.

State of Oklahoma /
County of Tulsa . Z SS

William J Gregg

Second party.

Be it remembered, That before me W.O.Buck a Notary Public duly commissioned and acting, for and in said County of Tulsa and State of Oklahoma, this 28th day of Aug A.D. 1908, personally appeared before me, William R Campbell and Emma Campbell husband and wife, who are each personally known to me to be the identical persons who executed the withinand foregoing instrument of writing and duly acknowledged to me that they executed the same as their free and voluntary act and deed, for the purposes therein set forth and stated.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written

SEAL. My commission expires July 7th 1911

W.O.Buck

Notary Public

Filed for record Aug 28 1908 at 2:35 P.M. H.C.Walkley Reg of deeds (SEAL)

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----- A G R E E M E N T :-----

THIS AGREEMENT made and entered into by and between Looney D Price and Jessie Price husband and wife of Tulsa Oklahoma parties of the first part and William J Gregg of Tulsa Oklahoma, his heirs and assigns, party of the second part,

WITNESSETH: That the parties of the first part for the consideration hereinafter expressed bargain and agree to sell and convey to the said party of the second part, his ^{heirs} heirs or assigns, the title to any or all of the following described premises situated in Tulsa County Oklahoma, described as follows, to-wit :-

To the N E 1/4 of the S E 1/4 of the S W 1/4 of sec 36 Town 20 North Range 12 East containing ten acres more or less and also to the North 1/2 of N.W. 1/4 of S E 1/4 of S W 1/4 of Sec 36 Town 20 North Range 12 East contain five acres more or less allbeing a part of the allotment of Looney D Price a Cherokee Allottee, for the sum of One Thousand Dollars (\$ 1000.00) per acre, payable as follows : One Hundred Dollars cash in hand at the time of the execution of these presents, the receipt of which is hereby acknowledged, and the balance to be determined by multiplying the number of acres by one thousand Dollars, less the amount paid in cash at the time of the execution hereof, to be paid within Ninety days from the date hereof.

This agreement is and shall be at all times construed to be an option