

and shall vest an exclusive first and prior right in second~~xxx~~ party to purchase premises above described up to and including the date fixed for the payment of the first deferred payment, and if said deferred payment is not made at the time mentioned herein, ^{unless} this agreement is extended ^{herein provided}, then this contract shall be null and void and both parties shall be fully discharged and released therefrom and the cash payment made at the ~~time~~ for the execution of this agreement shall be taken by first parties as a full consideration for this agreement and as liquidated damages between the parties hereto, and all right under this contract as to ^{both} the parties hereto shall forever be forfeited by second party to first parties in full settlement of all claims of first parties against second party, or his assigns, in event said second party shall not elect to make the final payments and take title to said property.

First parties guaranty clear title to all of said premises except the North 1/2 of the North west quarter of south east quarter of ^{the} south west quarter of sec 36 Town 20 North Range 12 East being the 5 acre tract which shall be subject to a certain shale lease given to the Cherokee Brick Co in part of said description, and agree to furnish an abstract of title showing a perfect title and right to convey said premises in first parties, said abstract to be furnished by first parties at any time upon demand of second party and at first parties' cost and upon their failure to furnish such abstract second party may procure an abstract and charge the cost and expense thereof to the first parties, as a part of the final payment due under this agreement

First parties further agree to execute their good and sufficient warranty deed with full covenants of warranty of title and possession, conveying said premises to second party or his assigns upon the payment of the full amount of the consideration agreed upon herein.

It is agreed that during the continuance of this option second party shall 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 28th day of August A.D. 1908.

Looney D Price

Jessie Price

First Parties

William J Gregg

Second party.

State of Oklahoma . SS
County of Tulsa

Be it remembered, That before me W.O. Dickenson a Notary Public duly commissioned and acting for and in said County of Tulsa State of Oklahoma this 28th day of August A.D. 1908, personally appeared before me Looney D Price and Jessie Price husband and wife, who are each personally known to be the identical persons who executed the within and 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 Feb 27th 1910.

W.O. Dickenson

Notary Public

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