

State of Oklahoma
County of Tulsa .

KNOW ALL men by these presents : That we, Thomas White and his wife Fannie White (nee Ellis) for and in consideration of Twenty Five (25.00) Dollars to us in hand paid the receipt of which is hereby acknowledged and the further considerations ~~are~~ hereinafter expressed do bind ourselves, heirs and executors to make or cause to be made a warranty deed to all the rights, title and all the royalties of certain parcels of land situated in Tulsa County Oklahoma, formerly the Cherokee Nation , under lease to the Keystone Oil & Gas Co/ of Tulsa Oklahoma, date d Aug 30th 1905 and more particularly described as follow s :-

The SW 1/4 of the NE 1/4 of the SE 1/4 and the SE 1/4 of the SE 1/4 and N 1/2 of NE 1/4 of Se 1/4 and SE 1/4 of NE 1/4 of SE 1/4 and NW 1/4 of SE 1/4 and NE 1/4 of NE 1/4 of SW 1/4 and NW 1/4 of NE 1/4 of SW 1/4 and S 1/2 of NE 1/4 of SW 1/4 all in Section Seven, Township Twenty One North Range Thirteen East of the Indian Meridian and containing One Hundred and Sixty Acres more or less .

It being the lands allotted to Weaver Ellis and Nancy Ellis deceased . To L.J. Black his ^{heirs} ad assigns .

It is further agreed and understood that said L.J. Black shall upon the examination and approval of title to the above described property pay to the said Thomas White and his wife Fannie White (nee Ellis) the sum of Two Thousand ~~Four~~ Hundred seventy Five Dollars in addition to the amount heretofore paid . It is also agreed and understood that the deed shall be approved by the probate court of Tulsa County Oklahoma and that if said Court fails to approve the deed to all the Royalties accruing under said lease above described and to all the rights and title as hereinbefore stated and does approve the title to a part of the Royalties and the rights and title thereto , said L.J. Black shall only be bound to pay to said Thomas White and his wife Fannie White (nee Ellis) in proportion as to their interest may appear in the Royalties and rights and title thereto as the amounts specified above is to the whole royalty ^{interest} in the above described property .

It is further agreed and understood that should the Court fail to approve the transfer or deed to the above described property or the title of same prove defective that said L.J. Black is not bound to pay any money except to forfeit the Twenty Five (25.00) Dollars heretofore paid .

It is further understood and agreed that said LJ Black shall have until the 15 th day of Sept 1908 to have title examined and approved and it is also understood and agreed that deeds will be made as soon as possible after the return of the Probate Judge of Tulsa County .

It is further agreed and understood that no damages shall arise from or accrue to either party to this agreement should the Probate Judge refuse to approve deeds to the aforesaid property .

Signed this the 4th day of Sept A.D. 1908 .

Witness M.H. Mosier
Chas T Wilson

Thomas White

Fannie White

State of Oklahoma | SS
County of Tulsa . |

Before me a Notary Public in and for said County and State on this