

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal the day and year first above written.

B. F. Overstreet

Subscribed and sworn to before me this 19th day of June, 1922.

Art Stanton.

(Seal) Notary Public.

My Commission expires Feb 21, 1923.

Filed for record in Tulsa County, Tulsa, Oklahoma, July 17, 1922 at 10:55 A. M.

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(Seal) O. D. Lawson, County Clerk

By F. Delman, Deputy.

204553 LB COMPARED OPTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: That, For and in consideration of the payment to each of us the undersigned, NATHANIEL V. YARGEE of Red Fork, Oklahoma, and SUSIE HALL, formerly SUSIE YARGEE, of Hominy, Oklahoma, of the sum of Five Hundred Dollars (\$500.00) in cash in hand paid to us by O. R. HOWARD of Tulsa, Oklahoma, receipt whereof is hereby acknowledged, we do hereby give and grant unto him, the said O. R. HOWARD, his heirs and assigns, the exclusive right and option to purchase from us the following described land situate in Tulsa County, Oklahoma, to wit:

E $\frac{1}{2}$ of the NW $\frac{1}{4}$ and the SW $\frac{1}{4}$ of Sec 28, Twp. 19 N,

Rge. 12 E less Railroad Right-of-way

for and during a period ending Sept. 15th, 1922 at 12 O'clock, noon, on said day. In the event the said O. R. HOWARD shall exercise the option aforesaid and within the time above limited, we do hereby, covenant and agree that we will upon the payment of tender of the purchase price hereinafter stated, make, execute and deliver to the said O. R. HOWARD, his heirs and assigns, a general warranty deed conveying the land aforesaid to him free, clear and discharged of any and all liens or encumbrances of whatever nature, kind or character, excepting only such valid oil leases now on said land, and 1921 taxes. The purchase price of said land is hereby fixed at the rate of One Hundred and Twenty-five Dollars (\$125.00) per acre, it being understood that the same includes Two Hundred and Forty (240) acres less the railroad right-of-way, and that the amount of land included in the railroad right-of-way shall be determined and deducted from the Two Hundred and Forty (240) acres, and the purchase price shall be determined on a basis of One Hundred and Twenty-five dollars (\$125.00) per acre for the said Two Hundred and Forty (240) acres less the said right-of-way. Provided, however, the sum of One Thousand Dollars (\$1,000.00) being the consideration paid for this option shall be credited on the purchase price so determined. We further agree within ten days from date, to furnish the said O. R. HOWARD, a full and complete abstract of title showing good and marketable title to the said premises in us, and satisfactory to the said O. R. HOWARD. We further agree to do our best to meet any and all reasonable requirements on the title. It is further understood and agreed that all mortgages or liens against the said property at the time settlement is made shall be paid off and released by us, and the amount of same shall be deducted from the purchase price. The said NATHANIEL V. YARGEE shall be entitled to one-half of said purchase price, and said SUSIE HALL, nee YARGEE, shall be entitled to one-half of the