

a. the warranty deed mentioned in this paragraph.  
 b. a release of a certain real estate mortgage on said property, which mortgage was dated March 12, 1921, and executed by O. H. P. Thomas and wife in favor of Joshua A. Miller, securing the sum of \$2,000.

c. a tax receipt showing the payment of the taxes in full on said land for the year 1921;

said instruments to be held by said bank pending the fulfillment of the agreement by the party of the second part as shall be specifically set out in paragraphs Second and Third below.

Second. It is agreed that upon the deposit of the above papers in escrow in the Exchange National Bank that the party of the second part shall deposit to the credit of O. H. P. Thomas in said bank the sum of five thousand (\$5,000.00) as a part payment on the purchase of said land; that on the deposit of said sum in said bank, the said bank shall deliver unto party of the second part;

a. the release of the real estate mortgage set out in paragraph first above.

b. the tax receipt showing the payment in full of the taxes on said land for the year 1921.

Third. It is understood and agreed that the remainder of the purchase price of the above property, namely, the sum of five thousand (\$5,000.00) Dollars, shall be evidenced by two promissory notes of even date, in the sum of Two Thousand Five Hundred (\$2,500.00) Dollars each, one note payable one year from date, and one note payable two years from date, said notes to bear interest at the rate of eight per cent (8%) per annum, payable semi-annually, that said notes shall be executed by the party of the second part unto O. H. P. Thomas, and shall be secured by a first mortgage on the above real estate; that said party of the second part shall have until the 15th day of September 1922 within which to execute and deliver said notes and said mortgage to the Exchange National Bank, Tulsa, Oklahoma, which bank shall, on the receipt thereof, deliver unto said second party the warranty deed to the said premises as set out in paragraph first above.

Fourth. It is understood and agreed that should the party of the second part fail to deliver said notes and mortgage to the Exchange National Bank within the time specified in the foregoing paragraph, that the entire unpaid amount of the purchase price of said property, namely, the sum of Five Thousand (\$5,000.00) Dollars shall immediately become due and payable and on the payment thereof the deed to the said property shall be delivered to the party of the second part.

This agreement shall be binding upon the parties hereto, their respective heirs, administrators, executors, successors, or assigns.

In witness whereof, the parties hereto have caused this agreement to be executed on the day and year first above written in manner and form as required by law, at Tulsa, Tulsa County, Oklahoma.

O. H. P. Thomas

Edith Thomas

Parties of the First part.

LEAVELL COAL COMPANY

By Fred W. Insull

Party of the Second Part.

No Seal

STATE OF OKLAHOMA )

TULSA COUNTY ) ss.

Before me U.P. Hyde, a Notary Public in and for said county and state, on this