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CONTRACT

Laura Martin and W. H. Martin, her husband of Tulsa County, Oklahoma, hereinafter called seller and Charles H. Merriken and Mary E. Merriken, his wife, hereinafter called buyer stipulate and agree as follows: Said seller agrees to sell to said buyer, and said buyer agrees to buy, the following described land situate in TULSA County, Oklahoma, to-wit:

The Northwest Quarter (NW $\frac{1}{4}$) of Section 22, Township 19 North, Range 13 East. Subject to the right-of-way of the M. K. & T. Railway Company.

The terms of sale are as follows: The purchase price for said land is to be One-hundred, Fifty and no/100 Dollars (\$150.00) per acre for the entire quarter section less the actual number of acres occupied by the M.K. & T. Railway Company, but such rights as seller has in and to said right-of-way are transferred and conveyed to buyer. It is agreed that the number of acres occupied by the said Railway Company in their right-of-way is 7 acres, leaving 153 acres ~~at~~ One-hundred, Fifty and no/100 (\$150.00) per acre, or a total purchase price of \$22950.00 (\$22950.00)

To apply and be a part of payment upon said purchase price said buyer is to deliver forthwith upon execution of this contract to seller one Cole 8 Car which said seller has investigated as to condition, quality, and value and agreed to take the same as a cash payment of Seventeen-hundred, Fifty and no/100 Dollars (\$1750.00). In addition to this car said buyer agrees to pay Fifteen Hundred Dollars (\$1500.00) cash on execution of this contract and the balance of said purchase price, to-wit: \$19,700 is to be paid according to the terms of this contract as hereinafter named.

There is now pending in the District Court of Tulsa County, Oklahoma, one certain suit entitled Bagby, et al vs Laura Martin, being case No. 16422, which involves the title to an undivided one half of said quarter section. Said seller has the right to conduct this suit to its final determination in any Court in which it maybe heard or be adjudicated or appealed or otherwise heard on any issue pertaining thereto, including all Federal and State Courts and if results are not satisfactory to seller appeal maybe taken to any proper Court or any other legal procedure used in order that said case maybe heard in a higher Court.

There is in said suit an issue as to the ownership of an undivided one-half of said land. Should said case be finally determined in favor of seller then this contract applies to the full quarter section less said right-of-way and if it is finally determined that seller only owns an undivided one-half interest in and to said land then settlement is to be made upon the basis of an undivided one-half interest in and to the land above named.

It is agreed that from this date that the undivided one-half of the purchase price above named less \$3250 pd herein shall bear interest at the rate of 7% per annum from date of this contract payable annually until final sale is consummated by payment in full, and if it is finally determined that seller has the entire title then and in that event interest at 7% per annum payable annually shall be allowed on the entire purchase price from the date of this instrument less interest on any sums paid on the principal. But as to this said $\frac{1}{2}$ in litigation in final settlement not more than 2 years interest shall be allowed.

It is agreed, however, that as to the undivided one-half that there shall be no interest on interest up to the time said suit is settled and the legal questions therein finally determined.