

Said seller is to retain possession of this land until suit is finally determined by compliance with this contract, after such determination buyer may have immediate possession by paying for growing crops at a fair value, and in order to determine this value each party shall select a person and the persons selected shall choose a third and these three shall determine the value of growing crops and the finding by two of them shall be final.

Time is of the essence of this contract and a failure of buyer to pay interest on the said unpaid purchase price herein named according to the terms of this contract for the period of 60 days after said interest is due and payable shall forfeit all his rights in and to this contract and the ownership of said land shall remain in seller free from the obligation of this contract.

There is on said quarter section one certain mortgage duly of record of \$3400.00 with interest paid to November 1st, 1922. Seller is to keep paid when due the interest on this mortgage as it matures and seller is to forthwith pay any taxes now assessed against said land and keep them paid until the conclusion of this contract by full performance of its' terms. Said buyer is given the right to pay any interest or taxes in default and deduct the same from the purchase price.

In final settlement for said land buyer shall be allowed to take the land subject to said mortgage and deduct it from the purchase price.

Any mortgages or liens save and except said \$3400.00 mortgage seller is to pay forthwith and cause the same to be duly satisfied of record.

Buyer has examined the title to said land and subject to said \$3400.00 mortgage has found good and sufficient title in said Laura Martin and W. M. Martin, her husband, or in other words buyer hereby approves the title to said land without any additional requirements and agrees to waive any objection to said title because of there being of record one certain oil and gas lease given to W. R. Miller and C. R. Frey duly of record.

Said Laura Martin and W. M. Martin, her husband, however, hereby certify that said lease expired October 12th, 1922, if it was ever extended to that date, by virtue of non-payment of rental, and certify that they have not received any consideration for or made any agreement whatever to continue said lease after October 12th, 1922, and that there has been no oil or gas development on said land under this lease or any other lease.

Said seller should said suit be not finally determined when said mortgage of \$3400.00 is due, may extend the same for not to exceed 5 years at a rate not to exceed 7% per annum with option in said extension agreement to pay \$100.00 or any multiple at the end of 2 years or any interest payment maturity thereafter. No liens, contracts or incumbrances of any kind are to be placed upon said land by either party hereto until final consummation of this contract except as provided for in this contract.

Said seller has this day executed in favor of buyer one deed to the entire quarter section of said land, less the right-of-way of M. K. & T. Ry., and one deed to the undivided half interest in and to said quarter section of land, less the M. K. & T. Ry., right-of-way; said deeds being subject to mortgage of \$3400.00; said deeds together with a copy of this contract shall be placed in escrow in the Producers National Bank of Tulsa, Oklahoma, there to remain subject to the fulfillment of this contract and until its conditions are to be performed.

In case the seller should win the law suit heretofore mentioned in this contract, then the deed for the entire quarter section, less the right-of-way mentioned, is to be delivered to the buyer upon him paying the purchase price as agreed upon herein;