

mining leases which may at present stand against the land.

Party of the second part consents that party of the first part may borrow not to exceed twelve thousand (\$12,000) dollars, not to become due in any event in less than one year from this date, and to secure the payment of any sum borrowed within said limit, may give a mortgage on the above described premises, which mortgage shall be superior to the claims of party of the second part.

But if it is further provided that when party of the second part exercises his option to purchase said land, he shall have the right to deduct from said purchase price the full amount of said mortgage with accrued interest to date on which he exercises his said option to purchase, and to assume and agree to pay said mortgage, but on the exercise of said option by second party he shall pay to party of the first part in cash the entire sum of the purchase price designated herein in excess of said mortgage.

Time shall be of the essence of this contract: and in the event party of the second part fails to exercise his option on or before the time specified, herein, his right to exercise same shall cease and determine; and in that event upon request of party of the first part he shall execute to him a quit claim deed, duly acknowledged covering said land.

In witness whereof, the parties hereof have executed this option contract in duplicate, the day and year first above written.

Ed Baker, Party of the first part,

Middleton J. Hickey, Party  
second part

State of Oklahoma )  
County of Tulsa ) SS

Before me J. A. Lowman, a Notary Public in and for said County and State, on this 15 day of February, 1923, personally appeared Ed. Baker, a single man, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

Witness my hand and seal this 15 day of February, 1923.

My commission expires Nov. 22, 1925. (SEAL) J.A.Lowman, Notary Public.

State of Oklahoma )  
County of Tulsa ) SS

Before me, J.A.Lowman, a Notary Public, in and for said County and State, on this 15 day of February, 1923, personally appeared Middleton J. Hickey, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above set forth.

My commission expires Nov. 22, 1925. (SEAL) J.A.Lowman, Notary Public.

Filed for record in Tulsa County, Okla. on Feb 23, 1923, at 3:00 P.M. and duly recorded in book 432, page 456, By Brady Brown, Deputy,

(SEAL) O.G.Weaver, County Clerk.

220332 - BH COMPARED

AMENDAVIT.

State of Oklahoma )  
County of Tulsa ) SS

Myrtle Marlowe of lawful being first duly sworn upon her oath, deposes and says, that she is a resident of the town of Jenks, Oklahoma, and the lawful wife of William A. marlowe, she says that on the 7th day of Jan.1922,