

enter into the following agreements, to-wit:

**COMPARED**

Party of the first part agrees to convey by warranty deed to the party of the second part all of the South 164 ft. of Lot 1, Block 27, in Park Place Addition to Tulsa, Tulsa County, Okla. subject to the encumbrance of 1,000.

Party of the second part agrees to convey by warranty deed to the party of the first part all of the NW<sup>1</sup> of the SE<sup>1</sup> and the NE<sup>1</sup> of the SW<sup>1</sup> of Section 35, Township 20, Range 14, Rogers County, Okla. subject to \$2,000. same being a portion of the present encumbrance now on this land and the adjoining tract of 110 acres.

It is further understood and agreed that there is now an encumbrance on the 60 acres herein contracted, together with the 110 acres above mentioned, of an amount equal to approximately \$7,500; that the second party agrees to release from the 60 acres, all of said amount except \$2,000; that he may negotiate new loans, one for \$2,000 on the said 60 acres, and the balance to be arranged otherwise by second party in any manner that will release the said 60 acres from any encumbrance above the \$2,000, and party of the first part agrees to execute proper papers for the completion of a \$2,000 loan on the <sup>said</sup> 60 acres.

It is further understood and agreed that to secure the release as above set forth, the party of the second part agrees to execute a second mortgage on the South 96 ft. of Lot 1, Block 27, Park Place Addition as above described, for the sum of \$5,500 for a period of one year to the 1st party and the 1st party agrees to release the said mortgage for \$5500 whenever the encumbrance on the said 60 acres has been arranged or reduced to an amount not to exceed \$2,000.

It is further understood and agreed that the farm is rented for the current year, and that in consideration of this fact, the party of the first part may occupy the house on the said Lot 1, Block 27, until the farm tenant surrenders possession of the said 60 acres; it being understood that if the party of the first part shall deliver possession of the house on said Lot 1, Block 27 within 30 days then they shall be entitled to the proceeds resulting from the landlord's share of the crops on said 60 acres.

It is further mutually agreed that each party shall furnish an abstract of title showing a merchantable title. Should any defects or objections to said titles be raised, the party furnishing same shall have a reasonable time in which to perfect same for re-examination.

It is further mutually agreed that the insurance and the rents of said properties shall be pro-rated to the date of transfer of the deeds.

It is further mutually agreed that each party shall execute his deed to the property and place same in the hands of the party of the third part at 407 Security Bldg. Tulsa, Okla. which he shall hold in escrow until the terms of this agreement have been complied with; at which time, he is authorized to deliver said deeds to the parties to whom made.

It is further agreed that the possession of the properties shall pass when the deeds are delivered.

Party of the first part further agrees to pay to the party of the third part, as her agent in this transaction, the sum of \$325.00 as commission for his services, and the party of the second part agrees to pay to the party of the third part the sum of \$387.50 as commission for his services in this transaction, both parties being fully aware that the said party of the third part is receiving commission from both the first and second parties to this contract.

It is further agreed that should either party fail for any cause, to comply with his part of this agreement, he shall be liable to the third party for the total commission due him from both parties in this exchange and shall be liable to the party not failing in an amount equal to five per cent (5%) of value of the property of the party failing, same to be