

to secure said assignment from the said J. N. Shilling within the time aforesaid, parties of the second part, may, at their option, treat and consider said contract at an end, and in case they do so, there shall be no obligation on either of the parties hereto and all payments made herein shall be refunded to parties of the second part, otherwise said contract and all its stipulations, conditions and agreements therein contained shall remain in full force and effect and be binding upon the parties thereto, their heirs, executors, administrators and assigns.

COMPARED

THIS AGREEMENT Shall be binding upon the parties hereto, their heirs, executors, administrators and assigns.

IN WITNESS WHEREOF the said C. E. Beyl has hereunto set his hand and seal and signed and sealed said premises as attorney in fact for the said John L. Beyl and Ella Beyl, having been first duly authorized and the parties of the second part have hereunto set their hands and seals the day and date first above written.

C. E. Beyl
Ella Beyl
John L. Beyl

By Chas. E. Beyl-Attorney in Fact
Parties of the First Part.

T. B. Coulter
Chas. R. Eitel

Parties of the Second part

STATE OF OKLAHOMA }
TULSA COUNTY } SS.

Before me, a Notary Public in and for said County and State, on this 21st day of April, A.D., 1923, personally appeared C. E. Beyl, to me known to be the identical person who executed the within and foregoing instrument, as his free and voluntary act and deed, for the uses and purposes therein set forth, and as the attorney in fact of John L. Beyl and Ella Beyl, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of John L. Beyl and Ella Beyl, for the uses and purposes therein set forth.

My commission expires Jan. 13th, 1927 (SEAL) Alma Shields-Notary Public

C O N T R A C T

THIS AGREEMENT, Made and entered into this 21st day of April, A.D. 1923, by and between C. E. BEYL, a single man, and John L. BEYL and ELLA BEYL, his wife, by and through their attorney in fact, C. E. BEYL, parties of the first part, and T. B. COULTER and Chas. R. EITEL parties of the second part;

WITNESSETH:

WHEREAS, parties of the first part represent and warrant that they are the owners in fee simple of the following described land situated in the County of Tulsa, State of Oklahoma, to-wit:

The East Half (E/2) of Lot Three (3), of Section Three (3),
Township Nineteen (19) North, Range Twelve (12) East,

and

WHEREAS, parties of the second part are desirous of purchasing said land.

NOW, THEREFORE, for and in consideration of the sum of Seventeen Thousand Dollars (\$17,000.00) payable as hereinafter set forth, and other good and valuable considerations, it is agreed by and between the parties hereto as follows, to-wit:

Parties of the first part agree to secure within five (5) days from the date hereof, a complete abstract of title certified to date, showing a good and merchantable title in and to said premises in them, free and clear of any and all claims or incumbrances of whatsoever