

nature and parties of the second part are hereby given ten (10) days from and after the receipt of said abstract in which to examine same. COMPLETED

In the event that it is necessary to make corrections of title in order to make the same acceptable to attorneys for parties of the second part, a reasonable time shall be allowed therefor, not to exceed, however, the period hereinafter designated for the consummation of said sale and purchase. In the event said title is not good and merchantable, and acceptable to parties of the second part within the time aforesaid, then all payments made hereunder shall be returned to parties of the second part and all papers delivered by parties of the first part shall be returned to them and there shall be no further obligation on either of the parties hereto.

When said title is made merchantable and acceptable, as aforesaid, within the time herein specified, parties of the second part agree to pay to parties of the first part the sum of Two Thousand Dollars (\$2,000.00) cash, Five Hundred Dollars (\$500.00) of which said amount has this day been deposited with Murray D. Russell, as earnest money, and to deliver to parties of the first part, or whomsoever they may designate, their three certain promissory notes in the amount of Five Thousand Dollars (\$5,000.00) each, payable on or before one (1), two (2), and three (3) years, respectively, after date, with interest at the rate of eight (8) per cent, which said notes shall be secured by a first mortgage on the premises hereinbefore described, on regular statutory form and signed by parties of the second part.

It is understood and agreed that parties of the second part may sub-divide said premises into approximately sixty (60) lots and parties of the first part hereby agree that after said sub-division they will release said mortgage as to any lot or lots, upon payment to the, of the sum of Three Hundred Dollars (\$300.00) per lot, which said payment shall be made by depositing the same to the credit of the parties of the first part, or to whom they may designate, in the First National Bank of Tulsa, Oklahoma, which said payments shall be endorsed as a credit on the aforesaid note.

It is further understood and agreed that there are certain pipe line right of ways of record affecting said premises, and the dedication of one-half (1/2) of a street on the south side of said premises, and this said sale is made subject to the same.

It is further understood and agreed that parties of the first part shall have the use and occupancy of said premises to the 1st day of September, 1923, at which date possession thereof shall be given to parties of the second part, and in consideration of said use and occupancy, parties of the first part hereby agree to pay one-half (1/2) of the 1923 general taxes assessed against said premises;

It is further agreed and understood that out of the consideration received for the sale of said premises by party of the first part, the said Murray D. Russell shall receive five (5) per cent of a commission, to be paid one-half (1/2) of said amount of the the aforesaid Two Thousand Dollars (\$2,000.00) cash, and one-half (1/2) thereof shall be shall be endorsed as a credit on the aforesaid notes.

It is further understood and agreed that said sale shall be consummated within thirty (30) days from the date hereof and in the event same cannot be so consummated within said time by reason of the failure of parties of the first part to comply with the terms hereof, then said contract at the option of parties of the second part may be terminated and in which event there shall be no further obligation hereunder on either of the parties hereto.

In the event the same is consummated within the time aforesaid, parties of the first part agree to transfer by good and sufficient warranty deed, on regular statutory form to parties of the second part, the premises hereinbefore described, subject to the aforesaid pipe line right of way and street dedication.

It is further agreed that in the event said sale is consummated as herein set out, and