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payment of said second sum of \$1,000 above referred to, at which time said party of the second part shall also deliver to said bank for the party of the first part the mortgage and notes above referred to.

Party of the first part to have abstract brought down to date and delivered to the party of the second part as soon as abstract can be procured from Denver Colorado and brought to date; party of the second part to have five days after receipt thereof to examine and pass upon title; if the title proves merchantable party of the second part, to pay to party of the first part the sum of \$1000 forthwith but if title proves defective party of first part to have a reasonable time but not to exceed 30 days in which to perfect the title and if the title cannot be perfected within said period of 30 days then this contract shall become null and void and the party of the second part shall receive back said sum of \$1000.

If the party of the first part shall so deliver said abstract showing a merchantable title and the party of the second part shall fail or refuse to pay said addition sum of \$1000 on or before the termination of said 90 day period then said sum of \$1000 shall be forfeited to said party of the first part and this contract shall become null and void.

Party of the second part to have the privilege of paying off any or all of said mortgage notes at any time with interest to date of payment thereof.

The covenants herein contained shall extend to and be binding upon the heirs, administrators, executors and assigns of the respective parties hereto.

In the event said sale is completed the party of the first part shall pay W.J. Henry, agent the usual real estate commission at the time of payment of said second \$1000 payment, in case of forfeiture by second party first party to pay no commission.

Hazel E. Berst,

By R.S. Berst, her authorized agent.

Giled A. Penick

STATE OF OKLAHOMA; }  
TULSA COUNTY, } SS.

Before me, the undersigned, a Notary Public, in and for said City and County in the state aforesaid, on this 18th day of January, 1924, personally appeared, R.S. Berst, as agent for Hazel E. Berst, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year first above written.

My commission expires Sept. 25, 1924. (SEAL)

W.J. Henry, Notary Public.

Filed for record at Tulsa, Tulsa County, Oklahoma, Jan. 24, 1924, at 2:15 o'clock P.M. and recorded in book 443, page 200.

By Brady Brown, Deputy.

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

#249681 NS

COMPARED

GENERAL WARRANTY DEED -- CORPORATION.

INTERNAL REVENUE  
50  
Cancelled

This Indenture, Made this 23rd day of January, A.D. 1924, between Berry-Hart Company, a corporation organized under the laws of the State of Oklahoma, of Tulsa County, of Tulsa, State of Oklahoma, party of the first part, and Roscoe E. Bryant, Jr., party of the second part.

WITNESSETH, That in consideration of the sum of Five Hundred (\$500.00) and no/ 100 Dollars, the receipt, whereof is hereby acknowledged, the said party of the first part does, by these presents, grant, bargain, sell and convey unto said party of second