

COMPARAL

having the said abstract certified to date. The said second party shall obtain the said abstract at the earliest possible moment, and in the event that the said abstract is not available shall order and furnish a new abstract to the said premises, and the said second parties shall have until Saturday, February 24th, 1923, within which to furnish and examine, and report to the said first party of his attorneys as to the title shown by the said abstract.

If the said abstract shows marketable title to the above described lands, then the escrow agent is authorized to deliver the said sum of Five Thousand Dollars (\$5,000) to the said first party, and shall deliver the said warranty deed and the said quit claim deed to the said second parties, and at the same time and place, the said second parties shall each sign the notes for the deferred payments above mentioned, and the said R. L. Stowell shall execute, acknowledge, and deliver the said second mortgage securing the payment of the said notes as above provided, all of such instruments to bear the date of the delivery of the said deeds.

In the event that the title to the said lands is not shown to be marketable, then the said first party shall have a reasonable time within which to render the said title marketable, and the said first party agrees to cure any and all defects rendering the title unmarketable, as soon as possible, and as soon as the said title is shown to be marketable, the escrow agent shall make the delivery as above provided for, and the said notes and mortgage shall be executed as above mentioned, PROVIDED, HOWEVER, that in the event of the failure of the first party to show marketable title within twenty (20) days from this date the said escrow agent shall return the said Five Thousand Dollars (\$5,000) to the said second parties, and shall return the said deeds to the said first party, and neither party shall have any recourse against the other.

Time is of the essence of this contract, and the same shall be construed under the laws of the state of Oklahoma, and it shall be binding upon the heirs, administrators, successors, and assigns of all of the parties hereto.

In Witness Whereof the said parties have executed this contract in triplicate at Tulsa, Oklahoma, this 19th, day of February, 1923.

Everett L. Johnson, First Party.

R. L. Stowell.

G. G. Mortimer.

R. W. Talbot.

C.B. Talbot.

COMPARAL

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS

Before me, a Notary Public, within and for said County and State, on this 19th, day of February, 1923, personally appeared EVERETT S. JOHNSON, 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.

(SEAL) Remington Rogers, Notary Public.

My commission expires: Sept. 25th, 1923.

Filed for record in Tulsa, Tulsa County, Oklahoma, March 3rd, 1923, at 11:20 A. M.