

said land is sold in his favor.

The party of the second part agreed to pay to the party of the first part the balance of the purchase price of the said above described land to wit the sum of \$1500 upon the delivery and delivery of the deed above set forth.

It is further agreed that in case the party of the first part shall lose the contest upon which above described land and for that reason shall not be able to make the deed above set forth the party of the first part agrees that he will repay to the party of the second part the sum of \$1000 of the \$300 which said party of the first part and it is mutually agreed between the parties hereto that in such case the \$1000 shall be and remain the property of the party of the first part. In witness whereof the parties have hereunto set their hands and seals the day and year first above written.

L. J. Martin

State of Oklahoma, County of Tulsa S.S.

Before me a Notary Public in and for said County and State, on this 16th day of December, 1908, personally appeared William J. Spivey and L. J. Martin to me known to be the persons who executed the foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and for the uses and purposes therein set forth.

Sophia Magnuson
Notary Public.

(Seal)

my Comm. ex. May 13, 1911.

Witness for me and Seal Dec. 17, 1908 at 5:30 o'clock A.M.

W. J. Spivey

L. J. Martin