

COMPANIES

\$500.00 upon the delivery of the merchantable title to the above described property, \$2500.00 to be paid 90 days after delivery of merchantable title, to be evidenced by one note secured by a mortgage on the above described property containing the usual provision and drawing interest from the date of the deed at the rate of 8% per annum.

The seller is to pay in full all state, County and Municipal taxes, general and special, which are a lien upon said property upon this date, The buyer agrees to assume all special assessments and taxes hereafter maturing.

The seller shall within six (6) months from the date hereof, deliver to the buyer a complete abstract brought down to date showing a merchantable title, or guaranteed policy of title insurance. The buyer shall have ten days after such delivery of abstract to examine the same.

Upon the approval of title, the seller shall deliver to the buyer a warranty deed properly executed and conveying said property free and clear from all liens and encumbrances whatsoever, except as herein provided.

If the title is defective, the buyer shall specify the objections in writing and deliver the same to the seller within ten (10) days after the delivery of the abstract. The seller shall have the defects rectified within ten (10) days from the date of delivery if there be such objections, but in case such defects in the title cannot be rectified within that time, this contract shall be null and void, and both parties shall thereupon become released therefrom, and the money deposited as aforesaid shall be returned to the buyer with interest thereon at 8% per annum, and the abstract returned to the seller.

If the seller has kept his part of this contract by furnishing good title as herein provided, and the buyer fails to comply with the requirements within ten (10) days thereafter, then the money deposited as aforesaid is forfeited by the buyer, and this contract may or may not be thereafter operative at the option of the seller.

It is agreed by the seller to give possession of the premises on the date of the closing of the deal.

It is further agreed that the seller shall exercise due diligence and good faith in securing merchantable title within the six (6) month's period herein named.

A former contract between the parties hereto bearing date of June 4, 1923, having to do with the subject matter hereof, is by mutual agreement of the parties hereto, cancelled, set aside and held for naught.

Accepted under the above terms and conditions.

E. E. Oberholtzer

Seller.

Cecelia A. Birbilis

Buyer.

The undersigned, broker for the seller, agrees to the terms of the foregoing contract, and if the earnest money be forfeited by the buyer, the undersigned agrees to accept 50% of the said \$175.00 commission, in full satisfaction for his services.

L. CLARK WOOD COMPANY

By Wm T. Cottinville

STATE OF OKLAHOMA, }
COUNTY OF TULSA. } SS;

Before me, the undersigned, a Notary Public in and for Tulsa County, State of Oklahoma, on this 30th day of June, 1923, personally appeared E. E. Oberholtzer and Cecelia A. Birbilis, to me known to be the identical persons who executed the within and