

That the said parties have hereby by these presents agreed an exchange of property as follows:

That the party of the first part is to exchange to party of the second part all fixtures, at valuation of \$3500. and all stock at regular invoice, price now contained in the Drug store in Collinsville Okla. known as the Ware Pharmacy; to the said party of the second part, for certain described lands in Tulsa County Okla. to-wit: All of the S.W. 1-4 of the S.W.1-4 Sec. 28, 22-14; subject to a mortgage of \$1000. to Security Land Credit Co. together with 8% interest, last interest being paid to March 3rd, 1923. The said Ware to assume the payment of said mortgage, and interest. also S.E.1-4 of S.E.1-4 Sect. 29-22-14; also E.1-2 of S.W.1-4 of S.E.1-4 Sec. 29-22-14; less a strip 200 feet wide running north and south off the west side of said tract; Also the N. W.1-4 of N.W.1-4 of 30-22-14; all of said lands in Tulsa County Okla. That the said Ware is to assume and agrees to pay a certain Federal Loan, covering said last described tract of 94 acres, original amount of which was \$3700. with 7 semiannual notes paid; said last payment made March 19th 1923. That the said Ware balance of said deferred payment of said Federal loan;

As a further condition of this Contract, it is agreed, by the said Ware, that the invoice of said stock, including fixtures will not exceed the sum of \$9000. That in case said invoice of stock, including \$3500 for fixtures does exceed the said sum of \$9000. it becomes optional with said Ross to accept, or reject said exchange of property:

That as a further consideration to be paid by the said Ross, in said exchange the said Ware is to have all farm implements, and stock, together with all matured crops, in barn or stacked on the premises, more specifically listed and described as follows: 4 work horses, 3 milk cows, 3 calves, 43 hogs, 1 wagon, 1 engine bed, 1 binder, 1 gang plow, 1 cultivator, 1 disk Cult. 1 wheat drill, 1 corn planter, 1 walking plow, 1 riding plow, 1 hay rake, 1 mower, 1 dish harrow, 2 sets work harness, 1 tractor, and gang plows, 1 trailer, all hay and grain now in barn on the premises; and other articles not mentioned here, that belong with the farm equipment; including all chickens on the premises.

Further: The said Ware is to pay to the said Ross, on the completion of said exchange of property the sum of \$2000. as an additional consideration, in said transaction. It is further understood and agreed mutually between the parties hereto that in case said invoice of stock falls under \$9000. including fixtures, the said Ware is to pay the said Ross the difference in cash, but is to have a reasonable time to arrange such payment. Further the said Ross is to assign to said Ware, Insurance policies on said real estate to the amount of \$5000. he the said Ware assuming all future payments on said insurance.

It is further agreed: That on the final exchange of property, that the said Ross is to have the said building and premises, of the Ware Pharmacy at a rental of \$50.00 per month for a period of 9 months this includes the entire building:

That on completion of invoice, and all conditions completed, the said parties to make final exchange, the Ross to convey by warranty deed, all of the within described real estate, with exceptions and conditions herein mentioned the said Ware assuming the payment of said described mortgages, and at the said date of such conveyance the said Ware is to deliver to the said Ross the ownership and possession of said stock of Drugs and fixtures, by bill of sale, free and clear of all incumbrances of every kind and character, each party hereby declare all taxes state County and City fully paid on all property herein described in this contract, for the last tax year, viz: 1922.

It is further understood and agreed that on the completion of this transaction, and the exchange of all papers the said Ware is to give to the said Ross the possession of said Pharmacy and building, subject to the rental heretofore agreed on; that the said Ross