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Whereas, the said Amos Partridge as such executor procured approval of said contract upon return of sale property filed in the County Court of Tulsa County, Oklaoma, Case No. 4641, styled "In the Matter of the Estate of Mary Partridge Goins, deceased", sold said tract of land as authorized by the will of Mary Partridge Goins, deceased, dated November 10, 1922, which said will was duly admitted to probate as set out in said return of sale for the total sum of $13,400.00, $5,000.00 of which consideration was paid in cash, and for the remianing sum of $8,400.00 the said first party herein as such executor accepted the note of said second party in such amount due in two years from said date, or as soon hereafter as marketable title to the premises hereinbefore described was delivered to said second party, a regular executor's deed having been made, executed and delivered from said first party to said second party for said amount, and   COMPARED

Whereas, said first party has agreed to save the second party harmless from all damages which may accrue to him by virtue of said agreement and to further guarantee the said second party that he will make a good, sufficient and marketable title to said land.

NOW,THEREFORE, in order to fully secure the said second party, the said first party hereby mortgages, pledges and conveys unto the said second party absolutely the following described tract of land in Tulsa County, State of Oklahoma, to-wit:

Lot 4 or South 24½ acres of the Northwest quarter of the Northwest quarter of Section 4, Township 19 North, Range 12 East, Tulsa County, Oklahoma, and for the purpose of this agreement the said second party shall have an absolute first mortgage lien, which shall operate to secure the said second party for the principal of $13,400.00 herein set out and all damages and costs, that the sum of $2500.00 as damages in addition to said sum of $13,400.00 in case of his failure to make and deliver a good marketable title to said second party as herein contemplated, is and shall be the rule of damages, inasmuch as there is no certain rule as to damages that said second party might be entitled to.

Now, Therefore, if the above bounden, Amos Partridge, shall faithfully perform the terms and conditions of this agreement that is to say shall furnish unto the said Ross H. Rayburn, a good and sufficient title to the land hereinbefore conveyed within two years from this date then this obligation shall be null and void.

Second: Or in case said principal herein shall be unable to deliver such title and the same shall fail, then he shall repay to the said Ross H. Rayburn, the sum of $5,000.00, receipt of which is hereinbefore acknowledged, together with interest thereon at six per cent from the 10th day of December, 1923, together with all interest paid thereon by the said Ross H. Rayburn, and shall protect and save harmless the said Ross H. Rayburn from said $8400.00 mortgage and shall indemnify the said Ross H. Rayburn for any lossess or expenses incurred in defending against said mortgage of $8,400.00, caused or occasioned by the failure of title to the property securing the same, and shall pay, in addition thereto, the sum of $2500.00, as damages, then and in the event that the principal hereto shall protect and save the said Ross H. Rayburn harmless, as aforesaid, and in each and all events, this obligation shall be null and void, otherwise to remain in full force and effect. Said principal to keep said premises insured with loss if any payable to Ross H. Rayburn as his interest may appear subject to mtg. now on same.

It is further stipulated and agreed that in the event title shall be perfected that said second party shall release all claim against the land herein hypothecated by said first party or in the event this bond shall be forfeited then upon the payment of the forfeiture as herein set out by the said first party, then the second party shall, by proper release, release said property from all claims and this obligation shall be null and void, otherwise the same shall be and remain in full force and effect.