

mortgage indebtedness after January 27th, 1924, and prior to the consummation of this agreement, shall be deducted from the purchase price for said property. **COMPARED**

First parties agree to procure for second party, in lieu of the aforesaid loan and mortgage, a loan secured by mortgage upon the property herein agreed by first parties to be conveyed, from Ella H. Ware, in the sum of forty five hundred dollars (\$4500.00) of which the principal indebtedness shall fall due on January, 27th, 1927, with interest on said indebtedness at the rate of 9% per annum, payable semi-annually, which said mortgage shall be in a form satisfactory to second party and contain a provision to the effect that second party may pay off all or ^{any} part of said mortgage ⁱⁿ indebtedness at any time on giving said mortgagee, Ella H. Ware, 60 days' written notice of his intention so to do, and in this connection, written notice is agreed to be the depositing by second party of such notice in the United States Post Office at Tulsa, Oklahoma, with postage duly prepaid thereon and addressed to said Ella H. Ware, at No. 3504 Washington Avenue, St. Louis, Missouri.

It is expressly understood and agreed that the agreements and undertaking of second party herein are conditioned upon the securing by first parties of said loan and mortgage falling due January 27th, 1927, as aforesaid, and that upon the failure of first parties to procure such mortgage within the time herein provided for approval of title second party shall be relieved of all obligations whatsoever hereunder;

Upon the aforesaid representations and agreements by first parties to second party, second party agrees to pay for the property hereinbefore described the sum of six thousand dollars (\$6000.00) as follows: second party agrees to assume said loan and mortgage maturing January 27th, 1927, which said amount of \$4500.00 shall be deducted from said sum of \$6000.00, there shall also be deducted from said sum of \$6000.00, in addition to said sum of \$4500.00, any and all interest earned upon the existing loan and mortgage on said premises, or the loan and mortgage placed thereon in lieu thereof, as heretofore provided, and not paid at the time of the consummation of said sale, together with the rent paid in advance to first parties by their tenants in the premises hereinbefore described, for the period from the consummation of this agreement to the date on which said rent has been paid, and the balance of said sum of \$6000.00, after making the aforesaid deductions, shall be paid by second party to first parties in cash;

First parties agree that they will pay all taxes and assessments of whatsoever character against the aforesaid property which are due or may be due at the time of the consummation of this sale;

First parties agree that they will, within 19 days from this date, submit to second party an abstract of title by a duly bonded abstractor, certified to date and showing a good and merchantable title to first parties to the satisfaction of second party, and ~~second party~~ and second party shall have 5 days thereafter in which to examine and furnish to first parties, or a representative to be designated by them in the City of Tulsa Oklahoma, a list of requirements necessary, in the judgment of second party, perfect said title, and first parties shall have 10 days after such list of requirements shall have been furnished by second party, as aforesaid, in which to meet said requirements, provided that second party may at his option grant to first parties a further extension of time in which to perfect said title to his satisfaction, provided that such granting of an extension shall not relieve first parties from any of their obligations herein, except to furnish said requirements within the 10 day period as aforesaid.

If first parties are unable to fail to perfect said title to the satisfaction of second party, within the 10 day period, second party shall have the option to declare this agreement null and void, and be relieved from his obligations hereunder, provided that nothing herein