

furnish said abstract. When said title is perfected and said abstract is furnished, the balance of the purchase price of Four Thousand Dollars (\$4000.00) shall be due and payable as follows:

Five Hundred (500) Dollars payable when Abstract is approved and Seventeen (17) notes of Two Hundred (200) Dollars each and One (1) note for One Hundred (100) Dollars bearing interest at the rate of eight (8) per cent annually.

In the event the abstract does not show on a marketable title, the parties of the First part will refund the first payment to the party of the Second part and this contract will become void. We also assign our royalty interest to the party of the second part to the above described property. The party of the second part also agrees that when the Oscar R. Howard Track of land or any part joining this land becomes a part of the city of Tulsa, Oklahoma that he or his heirs or assigns agrees to come in also. These papers to be placed in escrow in the West Tulsa State Bank at West Tulsa Oklahoma. and a failure on the part of the second part to make such payment within ----days shall work a forfeiture of the part payment herein acknowledged, and shall cancel this agreement.

In case said title cannot be perfected within the said Thirty days herein provided, the second party shall have the option of declaring said trade off and shall receive back the amount paid, or may extend the time, as he shall see fit.

Martin Walter

F. A. Fuller

Party of the First Part

John J. W. Moore

Party of the Second Part

Clause: The second party has the option of paying balance off at any interest paying date.

STATE OF OKLAHOMA, }
TULSA COUNTY, } ss.

BE IT REMEMBERED, That on this 26 day of May 1924, before me, a Notary Public in and for said County, and State, personally appeared Martin Walter and F. A. Fuller to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

My commission expires Oct 13, 1926 (SEAL)

F. A. Singler, Notary, Public

Filed for record in Tulsa County, Tulsa Oklahoma, Jul 9, 1924 at 10:00 o'clock A. M. in Book 492, page 120

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

262410 C. J.

ASSIGNMENT OF OIL AND GAS LEASE

COMPARED

WHEREAS, on the 7th day of March 1924, a certain oil and gas mining lease was made and entered into by and between Allen Smith and Minnie Bell Smith his wife, lessor, and Elizabeth Greer, Esther Greer, M. Livingston, Joe Krause, and Gladys Daniels, lessee, covering the following described land in the County of Tulsa and State of Oklahoma, to-wit:

Beginning at the South East corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of The North East $\frac{1}{4}$ of Sec. (4), Twp (19) N. Range (12) E. thence north to the Right of way line of the M.K. & T. R.R. Co., thence Southwesterly along said Right of way 540.3 ft thence south to the east and west half section line, thence to the begin containing (5) acres more or less.

said lease being recorded in the office of the Register of Deeds in and for said County in Book----- Page-----; and,