payment by said second party to said first parties of the said sum of Thirty Eight Hundred end Fifty (\$3850.00) Dollars as above provided.

It is further agreed and understood that the said first parties shall pay the taxes due on said Eighty (80) acres of land, for the year 1908, out of the Three Hundred and Fifty (\$350.00) Dollary cash payment sole mentioned.

It is further agreed and understood, and especially made a part of the consideration of this contract, that in the event the said second party, his heirs or assigns, shall neglect, fail or refuse to deposit in the Bank of Commerce, in Tulsa, Oklahoma, on or before the 15th, day of June 1909, the said sum of Thirty Eight Hundred and Fifty (\$3850.00) Dollars, to the credit of the said party of the first party, that he the said second party gives, forfeits and releases, to the said first parties, the said sum of Three Hundred and Fifty (\$350.00) Dollars, then and there, to-wit: On the 15th% day of June, 1909, shall be and become the sole and absolute property of the said parties of the first part, which said sum is hereby declared to be a forgeit and that by reason of said forfeit, the said second party shall have noright, claim or interest in and to said Eighty (80) acres, herein referred to, or for or against said first parties.

It is further agreed and understood that the abstract to said Eighty (80) acres, now in the possession of said second party, shall be and become the property of the said second party provided however, that any extension of additions now made to said abstract, by said second party, or that may hereafter be made shall be done wholly at the expense of said second party.

It is further agreed and understood that in the event said second party, his heirs or assigns, shill neglect, fail or refuse to comply with the terms of said contract, on or before the 15th, day of June 1909, then and in that event, the said contract shall become null and void, and all rights thereunder shall cease and determine.

IN WITNESS WHEREOF, we have hereunto set our hands this 10th, day of April, 1909.

Reuben L. Partridge.

Bertha E. Partridge
Parties of the First Part.

James M. Clouston
Party of the Second Part.

STATE OF OKLAHOMA, : SS. COUNTY OF TULSA)

On this 10th, day of April, 1909, before me, a Notary Public, in and for the County of Tulsa, State of Oklahoma, personally appeared Reuben L. Partridge and Bertha E. Partridge, his wife, and James M. Clouston, parties to the foregoing contract, and acknowledged that they executed the same of their own free will and for the purposes therein set:forth.

B. F. Pettus, Notary Public

(SEAL) My commission expires Sept. 12, 1912.

Filed for record at Tulsa, Okla., Apr. 10, 1909. at 2.30 o'clock P. M.

H. C. Walkley, Register of Deeds (SEAL)

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