BWKJ

And to further pay to party of the first part, the sum of Nine Hundred Dollars, (\$900.00).

3. It is mutgally agreed between the parties hereto that deeds to the property above described, together with a check for Nine Hundred Dollars (\$900.00), herein provided shall be deposited with The Bank of Commerce to hold in Escrow untill the express conditions of this contract are fulfilled; that said bank shall deliver said deeds and said consideration to theparties entitled thereto, as soon as abstracts to the above described property, to be furnished by the respective parties above named, shall be approved and accepted by the law firm of Wrightsman, Bush and Johnson, and which shall be at a date not later than three days after the delivery of such completed abstracts to said fir m.

It is further expressly agreed that the said first party shall retain possession of the farm herein described and the second party shall retain possession of the City property herein described, together with all of the rents, crops and profits therefrom, until the 1st, day of November 1909, when delivery of possession of said properties above named shall be made to the respective parties hereto, pursuant to the deeds of conveyance herein provided for. Provided however, that the said parties may make such improvements upon said properties, prior to November 1st, 1909, as may not unwarrantdly interfere with the use and occupancy thereof.

IN WITNESS WHEREOF, we have hereunto set our hands the day and year farst above written.

WITNESS:

his BENJAMIN (X) T. ALLEN mark C. D. Coggeshall

C. J. Wrightsman J. W. Allen. STATEOF OKLAHOMA, COUNTY OF TULSA.

Before me, Ella Smith, a Notary Public, on this 18" day of june 1909, personally appeared Benjamin T. Allen, to me known to be the person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and volun tary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial seal, the day and year last aforesaid.

Ella Smith, Notary Public.

(SEAL) My commission expires Feb. 10, 1913.

SS.

Filed for record at Tulsa, Okla., Jun. 18, 1909, at 4 o'clock P. M.

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

CONTRACT.

THIS AGREEMENT, made this 18th, day of June 1909, by and between Eliza H. Allen, and Joseph M. Allen, her husband, parties of the first part, and C. D. Coggeshall, party of the second part, WITNESSETH:

1. That the first parties hereby agree to make, execute, and deliver to the second party, a good and sufficient warranty deed in Fee Simple, conveying to the said second party,

The Northeast Quarter of the Southwest Quarter and the West Half of the Southeast

and the line line (see).

525