Quarter of the Southwest Quarter, all in Section Thirty Three (33), Township Seventeen (17) North, of Range Thirteen (13) East in Tulsa County, Oklahoma.

2. That in consideration of the premises, the second party hereby agrees to make, execute and deliver a good and sufficient warranty deed of conveyance, conveying to the said first parties, the following described property, to-wit:

The East Seventy (70) feet of Lot Six (6), in Block oone Hundred Seventy Five (175) in the original town of Tulsa, Oklahoma, and Lots Nine and Ten (9 and 10) in Block Thirty Two (32), in Owens Addition to the Townsite of Tulsa, Oklahoma, according to the recorded plats respectively, thereof, in the County of Tulsa, State of Oklahoma.

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

3. It is mutually agreed between the parties hereto that the 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 be helf in Escrow until the express conditions of the is contract a re fulfilled; that said bank shall deliver said and said consideration to the parties 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 Wrightsmand Bush and Johnson, and which shall be at a date not later than three days after the delivery of such completed abstract to said firm.

It is further expressly agreed that the said first parties shall tetain possess on 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 said parties may make such improvements upon said premises, prior to November 1st, 1909 as may not unwarrantedly interfere with the use and occupancy thereof.

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

Eliza H. Allen

Joseph M. Allen

C. D. Coggeshall

STATE OF OK AHOMA,) SS.

Before me, Ella Smith, a Notary Public, on this 18th, day of June 1909, personally appeared Eliza H. Allen and Joseph M. Allen, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntarya ct 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 e xpires Feb. 10, 1913.

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

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

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