

Witness my hand and the seal of said Court at Wagoner, Oklahoma, on this 6th day of April, 1910.

(seal)

Clyde Brooks, Clerk of the County Court.

Filed for record at Tulsa, Okla. Apr. 18 1910 at 2 o'clock P.M.

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

COMPARED

AGREEMENT TO SELL AND DEED REAL ESTATE

THIS AGREEMENT, made this 16th day of April 1910 by and between Lula A. Jordan and W.M. Jordan, of Creek County party of the first part and W.H. Rogers and L. D. Latham of Tulsa County, party of the second part, witnesseth.

That for and in consideration of (10,500.00) dollars receipt for \$1,000.00 of which is hereby acknowledged, as part payment, balance payable as hereinafter stated; the party of the first part agrees and binds himself to sell, transfer and deed by warranty deed, to the party of the second part, the following described lands, situated in the City and County of Tulsa, Oklahoma, to-wit:

West (80) eighty feet of Lots (5) five and (6) six in block (109) one hundred and nine of the city of Tulsa, Oklahoma, according to the approved plat thereof, and the said first party agrees to perfect the title of said tract and furnish an abstract of the same showing said perfect title within 15 days from the date hereof. It being understood that the said first party binds himself to perfect said title and furnish ~~an~~ said abstract the same showing all taxes paid up to the year 1910 and in event of his failure so to do, the said second party may perfect said title and deduct the cost thereof from the balance due on said lands.

When said title is perfected and said abstract is furnished, the balance of the purchase price \$9,500 Nine thousand five hundred dollars shall be immediately due and payable as follows; \$4,500 in cash and assume a certain mortgage of \$5000 due July 1st 1911 drawing 6% int and a failure on the part of the said second party to make such payment within 30 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 30 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, not to exceed one month.

Witness:

Lula A. Jordan

W.M. Jordan

W. J. McBurney.

W.H. Rogers

STATE OF OKLAHOMA)

L.D. Latham.

TULSA COUNTY (S.S.

Before me W.M. Fleetwood a Notary Public in and for said county and state on this 16 day of April 1910 personally appeared Lula A. Jordan, W.M. Jordan, W.H. Rogers and L.D. Latham and-----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.

(seal)

W.M. Fleetwood, Notary Public.

My commission expires March 4, 1914.

For value received I hereby transfer all interest shown me by the within contract to L.D. Latham This the 18th day of April 1910.

L.D. Latham.