

Two Hundred dollars down the receipt of which is hereby acknowledged and the remainder on the delivery of a warrantee deed together with an abstract showing a good and sufficient title in fee simple free and clear from all liens, taxes and encumbrances, rights, ~~titles~~, grants, of any kind or nature what soever.

It is further agreed that a good and sufficient warrantee deed shall be executed on this day placed in Okla. State bank in escrow to be delivered to party of the second part by said bank on receipt of the said sum of Twelve hundred and forty eight dollars but not other wise.

It is further agreed that should parties of the first part fail or neglect to produce an abstract within thirty days showing such title as agreed herein then said party of the second part shall have the option at his election to declare this contract at an end and receive the said sum of \$200.00 paid hereon together with all cost and expences incurred by reason of this contract and interest on the principal at 8% per annum until paid and in addition thereto a reasonable attorney fee in case the same is collected by suit.

It is further understood and agreed that should the said parties of the first part fail to furnish such titled as agreed on herein within the time set 30 days from date hereof and said seceond party should elect to declare this contract at an end then in that event this contract shall become a mortgage and be a lien on the land for the amount furnished \$200.00 expences and attorney fees as stated herein and may be enforced and foreclosed as such at any time after demand.

It is further agreed that should said parties of the first part fail to furnish satisfactory title within the 30 days time and the party of the second party may remain inactive and not demand a return of his money and expences without waiving his right to do so but may at any time after said 30 days make such demand and end all obligations on his part to take the land.

It is further agreed that the party of the second part shall have five days notice of the time and place when and where the contract will be fulfilled but should said party of the second part fail neglect and refuse to pay the said sum of \$1248.00 within the said term of five days after receipt of abstract then the parties of the first part shall have the right to elect to declare this contract at an end retain the sum of money paid as their damage for the non performance of the contract on the part of the party of the second part.

Signed by the parties hereto on the day and year first above written.

Bettie Clark
W.L. Clark

C.G. Howe.

State of Oklahoma, County of Tulsa, SS.

Before me the undersigned Notary public in and for said county and state, on this the eighth day of September 1910, personally appeared nettie Clark and W.L. Clark her husband, to me know 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.

Witness my hand and official seal the day and year above set forth.
(seal) Lloyd W. Crighton, Notary Public.

My commission expires July 11th, 1914.

Filed for record at Tulsa, Okla Sep. 12, 1910 at 8 o'clock A.M.

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