

That, whereas, said Party of the first Part is the owner of the following described lands, to-wit:

Lot numbered 2 in block numbered 15, in Burgess Hill Addition to the city of Tulsa, Tulsa county, Oklahoma; and,

Whereas, said Parties of the second Part are the owners of the following described lands, to-wit:

Twenty acres, more or less in Union township, Washington county, Pennsylvania, the same being known as a Part of the Divan Bates farm; exclusive of the coal underlying said 20 acres; and,

Whereas, it is the desire and Purpose of the Parties hereto to sell and exchange, each with the other, said hereinbefore described tracts of land according to the terms and conditions as hereinafter fully set forth;

It is therefore hereby agreed understood by and between the Parties hereto that said Party of the first Part hereby agrees to purchase and trade for the said land belonging to said Parties of the second Part less the coal thereunder, said lands consisting of 20 acres more or less and situated in Union township, Washington county, Pa., the same being a Part of the Divan Bates farm, and to give said Parties of the second Part therefore said lot No 2, in block No 15, in Burgess Hill addition to the city of Tulsa, Oklahoma and to pay to said Parties of the second Part the sum of \$57.50 cash in addition thereto; it is expressly agreed and understood by and between the Parties hereto that said Parties of the second Part takes said lot subject to a mortgage thereon in the sum of \$1100.00, said loan to be negotiated by Party of first Part and to be at the rate of 8% per annum if possible and not at a greater rate than 9% per annum, and it is further agreed and understood by and between the Parties hereto that the house now being constructed on said lot is to be finished at the expense of Party of the first Part, all inside finish to be A No 1 material front and back bed room bathroom and hall to be white enameled, Parlor and dining room to be stained to match oak mantels, kitchen and second floor to be finished with filler and two coats hard oil, outside to be painted two coats lead and oil; cellar to be cemented, and walks to be constructed by first Party walk to be 3 ft wide from sidewalk to steps and sidewalk to be regulation width; yard to be graded by Parties of the second Part; it is further agreed and understood that said house and improvements are to be completed by the 15th day of February, 1911;

It is further agreed and understood by and between the Parties hereto that the insurance Policy now covering said lot and house thereon located is to be assigned to Parties of the second Part without cost to them.

It is agreed and understood by and between the Parties hereto that the Parties to this contract shall forthwith execute and prepare warranty deeds of the lands each are to convey and deposit the same in the First National Bank of Tulsa, Oklahoma, said deeds to be delivered to the grantees thereunder on the 15th, day of February, 1911; it is further agreed and understood by and between the Parties hereto that Party of the first Part shall furnish an abstract of title to said lot brought down to date to Parties of the second Part subject to approval by Parties of the second Part.

In testimony whereof, we have hereunto set our hands and seals on the day and year first above written.

George Denney, Party of first Part.

William Lindsay

Samuel Lindsay,  
Parties of second Part.

State of Oklahoma, Tulsa county, SS.

Before me, Albert H. Bell, a notary public, in and for said county and state on this