

party that in consideration of the second party paying to them one-fourth ($\frac{1}{4}$) of the actual cost, out lay and expense on their part involved in the lands hereinafter named to execute and deliver to him a deed of conveyance of an undivided one-fourth ($\frac{1}{4}$) interest and to all of their right, title, claim, estate, interest and possession in and to said lands described as follows, to-wit: The West one half ($\frac{1}{2}$) of the South-east $\frac{1}{4}$ of the North-west $\frac{1}{4}$ of sec. 7, Tp. 19, R. 13 East, also the West $\frac{1}{2}$ of the North-east $\frac{1}{4}$ of the North-west $\frac{1}{4}$ and a strip of land 86 feet wide off the west side of the East $\frac{1}{2}$ of the North-east $\frac{1}{4}$ of the North-west $\frac{1}{4}$, all in sec. 7, Tp. 19 N, R. 13 East (except that portion heretofore deeded to Carl C. Magee); also the South-west $\frac{1}{4}$ and the West half $\frac{1}{2}$ of the South-east fourth $\frac{1}{4}$ of sec. 7, Tp. 19, R. 13 East; All of the above, situate and being in the Creek Nation, Indian Territory.)

Provided, however, that before the second party shall pay said consideration, Prior Price as Trustee, shall execute and have filed and recorded with the ex-officio Register of Deeds a Trustee's agreement setting forth fully the nature and extent of the said trust.

Fourth: The first parties further covenant and agree with the second party, for the consideration of paying to them the actual cost thereof, they shall cause to be conveyed to the second party twenty (20) acres in fee simple to be located and selected by the second party from that part of said land upon which is now located the McCoy Intertoglycine Plant, known as the Orcutt land and situated in said section seven (7) and being more particularly described in paragraph No 3 hereof; Provided, however, that in event title to said Orcutt land is not perfected before March first, 1907, then upon the first parties shall execute and deliver to the second party, upon payment to them of the actual cost including their expenses and out lay thereon, a Warranty Deed conveying to him in fee simple ten (10) acres of land, selected by him out of the West ten (10) acres of the Adams Twenty (20) described in Paragraph No 3, of this agreement, and known as a part of the Adams Land.

Fifth: Parties of the first further agree that they will not individually or collectively apply for or accept any franchise from the City of Tulsa for the construction and operation of any Street Railway in said City; nor become interested in any other street car company or with any individual or individuals for the same purpose for the period of ten (10) years from date; and that they will use their influence with the proper authorities of said City to secure for the second party and his associates such necessary and reasonable amendments of the present franchise of the Tulsa Street Railway Company as may be desired upon the second party fulfilling his part of this contract and acting in good faith,