

No. 2908.

Contract.

This Agreement entered into this 20th day of October, 1906, between James Bowen, C. A. Bowen, and G. C. Probst, parties of the first part, and John R. Skinner, party of the second part:

Witnesseth; That for and in consideration of the covenants hereinto entered into, and in consideration of One hundred (\$100.00) Dollars, in hand paid from the said party of the second part to the said parties of the first part, the receipt whereof is hereby acknowledged, the said parties of the first part contract, agree and covenant with the said party of the second part that:

The said parties of the first part will immediately upon the execution of this contract bring suit to the quiet title, in themselves or some one of them, in and to the southwest quarter of the northwest quarter (S.W. 1/4 NW 1/4) of Section Twenty (20), Township Nineteen (19) North, Range Thirteen (13) East, against Sarah R. Wheeler, Joseph H. Westerheid, Grace H. Westerheid, George W. Adams, Lucy Perryman and the unknown heirs of Georgia R. Perryman and Ab. G. Perryman.

That the said parties of the first part will press the said suit to as early a conclusion as possible and, upon the termination of said suit in the United States District Court in and for the Western District of the Indian Territory, the said parties of the first part agree and covenant that if they or any one of them shall be successful in the aforesaid suit to be instituted, and all the title in and to said land shall be quieted in them, or any one of them, that they, and each of them will convey by good and sufficient warranty deed to the said party of the second part, all the right, title and interest in and to the said southwest quarter of the northwest quarter (S.W. 1/4 NW 1/4) of Section Twenty (20), Township Nineteen (19) North, Range Thirteen (13) East, But if the suit aforesaid shall be terminated in the said District Court unfavorably to the said parties of the first part, then they and each of them agree to convey, remise and quitclaim by good and sufficient deed unto the said party of the second part, all the right, title and interest that they, or any of them may then have in and to the said southwest quarter of the northwest quarter (S.W. 1/4 NW 1/4) of Section Twenty (20), Township Nineteen (19) North, Range Thirteen (13) East.

The said John R. Skinner, party of the second part, covenants, contracts and agrees with the said parties of the first part, that upon the termination of the said suit to quiet title aforesaid, in the said district court, that if said suit shall be terminated in the favor of the said parties of the first part, and all the right, title and interest in and to said land be quieted in them, or any one of them, the said party of the second part will, having an appeal of said suit by defendants, then immediately accept from said parties of the first part a good and sufficient warranty deed in and to the said southwest quarter of the northwest quarter (S.W. 1/4 NW 1/4) of Section Twenty (20), Township Nineteen (19) North, Range Thirteen