

(13) East, conveying all the right, title and interest that the said parties of the first part may then have in and to the above described land; and the said party of the second part agrees to pay unto the said parties of the first part the sum of Thirteen Hundred (\$1300.00) Dollars, in consideration of said deed, which said sum said parties of the first part agree to accept as full payment for said land, and said deed therefor.

But if the said suit to quiet title aforesaid shall be terminated in said district court unfavorably to the said parties of the first part, then the said party of the second part agrees to purchase all the right, title and interest of any person whatsoever in and to said land then outstanding and which may be adverse to the right, title and interest of said parties of the first part in and to said land, or a cloud upon their title thereto, and the said parties of the first part agree that the said party of the second part shall purchase such right, title and interest as aforesaid; and the said party of the second part agrees to accept from said parties of the first part a good and sufficient deed, releasing, conveying and quitclaiming any and all interest that they 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 party of the second part agrees to pay the said parties of the first part in consideration of said deed, the difference between any sums it may be necessary for the said party of the second part to expend in order to acquire all the right, title and interest then outstanding to said above described land, and which may be adverse to the right, title and interest of said parties of the first part in and to said land, or a cloud upon their title thereto, and the sum of Thirteen Hundred (\$1300.00) Dollars, and the said parties of the first part agree to accept such sum as may constitute the said difference set forth aforesaid, in full payment for all their right, title and interest in and to said land, and said deed therefor. The said parties of the first part further agree to return to the said party of the second part immediately upon the execution of this contract, the sum of Two Hundred (\$200.00) Dollars, heretofore paid by the said party of the second part to the said parties of the first part as a part payment of the purchase price of said land, said party of the second part to have the said Two Hundred (\$200.00) Dollars free from any claim whatsoever of the parties of the first part.

and it is further stipulated and agreed that each party to this contract hereby releases to the other any and all rights in action said party may have against said other party under any contracts heretofore made in relation to said land.

In Witness Whereof, we have hereunto set our hands and seals this day of October, 1916

Executed in, ^{superior} court

Witnesses to signatures of all parties.

F. B. Bedford
Carl C. Maguire

James Brown (L.S.)
C. A. Brown (L.S.)
G. B. Prater (L.S.)
John A. Schinner (L.S.)

Filed for Record Feb. 26, 1917 at 11:45 A.M.

Otha Sarton

Deputy U. S. Clerk and Co. Officer Rec.