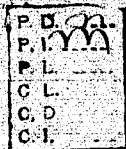


July 9-57



Carl C. Magee and Adrian S. Houck

to

J. H. Berry

Contract

It Is Agreed on this 16th day of September, 1905 by and between Carl C. Magee and Adrian S. Houck of Tulsa, Indian Territory party of the first part and J. H. Berry of Tulsa, Indian Territory party of the second part as follows:

Whereas the parties hereto have purchased all the undivided interest of Lula A. Jordan in the following described tract of land to wit:

The West $\frac{1}{2}$ of S.W. $\frac{1}{4}$ of N.E. $\frac{1}{4}$, the S. $\frac{1}{2}$ of N.W. $\frac{1}{4}$, the S.W. $\frac{1}{4}$ of N.E. $\frac{1}{4}$ of N.W. $\frac{1}{4}$, and the N.W. $\frac{1}{4}$ of N.W. $\frac{1}{4}$ of N.W. $\frac{1}{4}$, all in Sec. 12 and the N. $\frac{1}{2}$ of N.W. $\frac{1}{4}$ of N.E. $\frac{1}{4}$ of Sec. 14 all in T. 17 North, Range 12 East, Creek Nation, Indian Territory, and

Whereas, the title to the said property has been taken in the name of Berry Wall a single man of Wichita, Kansas, and

Whereas, the said Berry Wall is trustee for the parties hereto in taking the title therefore, and the title to the property belonging to the parties hereto, one-half to the parties of the first part and one-half to the party of the second part.

Therefore, the parties of the first part agree at such time as the parties hereto may desire, to procure from the said Berry Wall quit claim deeds to any or all parts of the said tract of ground.

(The parties of the first part having paid \$300.00 in cash and executed two notes in the sum of \$700.00 each in payment for the said tract of ground.)

Therefore, it is agreed that the first \$300.00 obtained from the sale of this property shall go to the parties of the first part, and the next \$1400.00 obtained shall be used by the parties of the first part to pay the said notes of \$1400.00, after which the parties of the first part shall have one-half and the party of the second part one-half of all profits obtained from the sale of said land. It being agreed that no part of the said ground shall be sold by the said Berry Wall without the agreement of both of the parties hereto.

Carl C. Magee

Adrian S. Houck

J. H. Berry

Tulsa, I. T., June 2nd 1906

For and in consideration of the sum of Seven Hundred Dollars (\$700.00) to me in hand paid by George W. Adams, the receipt whereof is hereby acknowledged and confessed, I hereby sell, assigns, transfer and deliver unto the said George W. Adams, all my right, title, interest, claim and demand in and to the within Contract and all rights and privileges thereunder.

John H. Berry

Western District, Indian Territory, S. S.

Be it remembered that on this 2nd day of June 1906, personally appeared before me, the undersigned Notary Public, duly commissioned and acting J. H. Berry, the grantor in the above assignment, and acknowledged to me that he had executed the same for the consideration and purposes therein mentioned and set forth.

In testimony whereof I have hereunto set my hand and Official Seal, the date last above written
(Seal) Western District, Ind. Terr. My Commission expires Nov. 20th 1907. J. D. Meadows, Notary Public

Filed for Record July 25, 1906, at 4:30 P. M.

Oliver Furston, Not. Clerk and Ex. Officer Recorder