

Chisso Childers & Millie Childers

And

Contract.

W. B. Shutte.

D. B. M.
 P. L. M.
 P. L.
 C. L.
 C. D.
 C. I.

Whereas, the right, title and interest of Chisso Childers in and to the following described land, to-wit: Lot Six (6), Section Eleven (11), Township Nineteen (19), North, Range Twelve (12) East, and the South Half (1,2) of the Northwest Quarter (1,4) of the Northeast Quarter (1,4), and Lot Five (5), Section Eleven (11), and the East Half (1,2) of the Northeast Quarter (1,4) of Section Twelve (12), Township Nineteen (19) North, Range Twelve (12) East, Leech Nation, Western District, Indian Territory: is questioned; and Whereas, it is necessary that suit be brought in order to quiet said title in the said Childers; and Whereas, the said Childers is unable to bear the expense of a litigation necessary to perfect said title; and Whereas, W. B. Shutte is able and willing to bear such expense:

Now, Therefore, it is agreed by and between the parties hereto that the said W. B. Shutte shall employ suitable counsel, and shall diligently proceed to perfect said title to the said land in the said Childers, and shall bear all court costs and expenses of any kind whatsoever in the carrying on of such suit to a successful termination, and in the event the said Shutte shall so carry on said suit, and that said suit shall be decided in favor of the said Childers to the extent that he shall be declared to have a certain right, title and interest in and to said land, heretofore described, then in that event the said Childers binds himself and his heirs, to transfer by Warranty Deed to the said Shutte, an undivided one-half interest in and to whatever right, title or interest he has, or may be declared to have, in the above described land, or any part thereof, or shall pay to said Shutte an amount of money equal to the value of the said undivided one-half interest.

Provided, that in the event the said Childers is declared to have no right, title or interest in and to any of the above described land, then in that event the said Shutte shall pay all costs, and the said Childers to be in no way bound. In consideration of the foregoing agreement, Millie Childers, wife of the said Chisso Childers, binds herself for the successful termination of the suit, as herein stated, to relinquish and release unto the said W. B. Shutte, all her rights of dower and Homestead in and to the said one-half interest in said lands, or any part thereof.

Provided further, that the said Chisso Childers agrees and binds himself to apply to the Department of the Interior for the removal of the restrictions from said land that he may transfer the land as herein indicated, and he agrees and binds himself, and his heirs, to make such transfer, or pay said sum, as soon as he lawfully can, after the termination of the suit, as herein set out.

In Witness Whereof, we have hereunto set our hands this 25th day of July, 1906.

Chisso Childers

Millie Childers

W. B. Shutte.

Indian Territory, Western District, ss.

Be It Remembered, that on this day came before me, the undersigned, a Notary Public within and for the District and Territory aforesaid, duly commissioned and acting, Chisso Childers, Millie Childers and W. B. Shutte, to me known as the parties who executed the foregoing instrument, and stated that they had executed the same for the consideration and purposes therein mentioned and set forth. Witness my hand and seal as such Notary Public on this 25th day of July, 1906. (Seal) Western Dist. D. T.

My Commission Expires May 18/08.

Benjamin F. Rice Jr.

Notary Public

Filed for Record July 29, 1906 at 11:45 A.M.
 Chisso Childers
 Deputy Clerk of the Office of Records