

COMPARED

No 5880

M. B. Schutte,

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Contract of Purchase.

J. H. Arnold,

This agreement made and entered into this 13th day of August A.D., 1907, by and between M. B. Schutte of Tulsa, Ind. Ter., party of the first part and John H. Arnold, Trustee-party of the second part, Whereas: That for and in consideration of the sum of three thousand Dollars the receipt of one thousand Dollars of which said amount, is hereby acknowledged and confessed as part payment, balance payable as hereinafter stated, the party of the first part agree and binds himself to sell, transfer and convey by warranty deed, to the party of the second part, the following described real estate, being lying and situated - Creek: "nation in the Indian Territory, town: an undivided three-fourth interest in and to the south one-half of the southeast quarter of Section Three (3) in Township 27 N. (18) and Range Twelve (12) containing Eighty acres, more or less, and said first party further agrees to perfect the title to said tract of real estate and furnish an abstract of the same, saving said perfect title within ten days from the date hereof. It being understood that the said first party binds himself to perfect said title and furnish said abstract, and in the event of his failure as to do, the said second party may perfect said title and furnish said abstract, and deduct the cost thereof from the balance due on the said real estate. When the title is perfected and said abstract is furnished, the balance of the purchase price, amounting to two thousand and nine hundred Dollars, shall be immediately due and payable, and a part hereon the part of the second party to make such payment or comply with the conditions for payment as herein above provided within 10 days shall work a forfeiture of the part payment herein acknowledged, and shall cancel this agreement.

In case said title cannot be perfected within the said ten days herein provided, the second party shall have the option of declining said trade off and shall receive back the amount paid or he may extend the time as he shall see fit, and not to exceed - 90 days.

Time is of the essence of this contract and of all the conditions hereof.

Witness,

M. B. Schutte, party of the first part,

John H. Arnold, Trustee, Party of second part,

Filed for record Aug 15, 1907 at 2 P. M.

Otto Larson

Deputy U.S. Clerk & Ex-Officio Rec.