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Martindale D.W. } Contract.

Burgess & Henry } This agreement made this 31st day of January A.D. 1907 by and between D.W. Martindale party of the first part and Henry W. Burgess party of the second part, said parties being desirous of purchasing one hundred and seventy (170) feet on Cleveland Avenue, being lots 7 & 8 9 & 10 in Block 2 in Bliss Add. at the corner of Ninth street, the same to be handled for mutual profit.

Witnesseth, that for and in consideration of the sum of One dollar by each of the parties hereto to the other paid, receipt of which is hereby acknowledged enter into the following agreement.

That said land is to be purchased for the joint benefit of both of the parties hereto at a cost of One Thousand (\$1000.00) dollars. That the said Henry W. Burgess is to furnish at once the sum of One thousand (\$1000.00) dollars for the purpose of acquiring title thereto. That the said D.W. Martindale is to furnish to the said Henry W. Burgess, hereunder to the value of Five hundred (\$500.00) dollars for the purpose of building upon said property a residence, which shall liquidate any indebtedness that the said D.W. Martindale incurs in the transaction. That said property is to be improved in suitable manner by the parties hereto and handled in the interest of both parties and all profits divided. That upon demand of either party the said property is to be equally divided between the parties hereto each conveying two right title or undivided one half interest in and to the property which it is declared is to belong separately to the other party, hereby agreeing to give warranty deeds for said tract of land.

D.W. Martindale.

Henry W. Burgess.

State of Oklahoma } ss
County of Tulsa

Before me, Sophia Hagmann, a Notary Public in and for the said County and State, on the 2nd day of January, 1908, personally appeared Henry W. Burgess to me known to be the individual person who executed