

COMPARED

11/18/55

No. 2398

Everett Davis,

and

Agreement.

James C. Davis and Wife

P. D. 11/18/55
P. L. 11/18/55
C. L. 11/18/55
C. D. 11/18/55
C. I. 11/18/55

This Agreement (in duplicate), made by and between Everett Davis of St. Louis, Missouri, party of the first part, and James C. Davis and Louise K. Davis, his wife, of Tulsa, Indian Territory, party of the second part,

Witnesseth, that, inasmuch, as said second party is desirous of inducing and securing the services of the said first party for the sale of the lots and parcels of land hereinafter described; Now, therefore, it is covenanted and agreed by and between them, the said first and second parties, as follows:

Said second party covenants and agrees that he, the said second party, is the owner in fee simple of the following lots and parcels of land, and that the same comprises eighty (80) acres, and the same is divided into seven hundred and twenty (720) lots, and which lots and parcels of land are, as follows:

The east one-half (1/2) of the Northwest quarter section fourteen Township nineteen (19), and Range twelve (12) of Creek Nation, Indian Territory.

Said second party also covenants and agrees that said lots and parcels of land and each and all thereof are, or will be, by February 1, 1907, free and clear of all liens and encumbrances, and that the fee simple title to the same is in the said second party; and said second party covenants and agrees that by and last named date, he will furnish said first party a complete and perfect abstract of title to said lots and parcels of land showing the same to be clear and perfect in said second party. Said second party hereby covenants and agrees to sell said lots and parcels of land to said first party for the sum of forty thousand dollars (\$40,000.00), twenty thousand dollars (\$20,000.00) of which said second party hereby acknowledges receipt of from said first party, and the balance of twenty thousand dollars (\$20,000.00) he is to pay, as is hereinafter provided:

It is further covenanted and agreed by and between said parties that said first party shall have the exclusive right and privilege to handle and sell said lots and parcels of land, and the exclusive right and privilege to say to whom and for what terms, said lots and parcels of land shall be sold, and whenever any lot or lots or parcels of land are sold, the said first party shall have the right to keep and retain the first ten (10%) percent of the whole purchase price as a commission for the establishment of a fund with which to carry on his business and to meet the expenses which he, the said first party, will incur, in placing upon the market said lots and parcels of land. The balance of the said purchase price of ninety (90%) percent shall go, belong to, and be distributed, as follows: Forty percent (40%) thereof as received, to be remitted and sent by said first party direct to said second party, or to the Union Trust Company of Tulsa, Indian Territory, for him, the said second party; and all sums of money so sent to said second party, or to said Union Trust Company of Tulsa, Indian Territory, by said first party for said second party, shall be credited on the remaining sum of twenty thousand dollars (\$20,000.00) hereinafter mentioned. The other and remaining fifty percent (50%) shall be kept, retained by and shall belong to, said first party.

Said second party covenants and agrees to and with said first party, that said property has been duly and properly platted into seven hundred and twenty (720) lots, in accordance with the unrecorded plat of West Tulsa, Creek Nation, Indian Territory, which is on file and of record in the office of the Clerk of the United States Court, at Tulsa, Indian Territory.

Said second party hereby covenants and agrees that, as soon as forty percent (40%) of the selling price of any of said lots or parcels of land is paid by said first party or tendered by him to said second party, or to said Union Trust Company for him, the said second party, a warranty deed shall be immediately delivered for the same to said first party, or to such person or persons that said first party shall name and designate to receive and take the title thereto, which said warranty deed shall convey the fee simple title to each of said lots, free and clear of all encumbrances and liens, and it shall warrant the title thereto to be in fee simple.