

and free and clear of all encumbrances and liens, and free and clear from the lawful claims of any and all persons, and the wife of said second party shall sign and join in the execution and delivery of all such deeds, and the same shall be duly executed and acknowledged, so as to entitle the same to be recorded, inasmuch as said second party has already sold, approximately fifty (50) or sixty (60) lots, out of said seven hundred and twenty (720), through salesmen on a commission of not more than thirty (30) per cent of what the respective purchasers agreed to pay therefor, the prices of which range from fifty (\$50.00) dollars to one hundred (\$100.00) dollars per lot, now, therefore, said second party hereby covenants and agrees that he will, and he hereby does sell, assign, transfer and set over unto said first party, each and all of said contracts and hereby covenants and agrees that said first party shall be entitled to the same proportion of money due owing, or which have been received therefor, by said second party, as if such sales had been made by said first party, under the terms and conditions of this agreement.

It is understood that, inasmuch as said first party contemplates forming a corporation, under the laws of Missouri, (or such other state or territory, as he may select), to handle the sale and development of this property.

Now, therefore, it is further covenanted and agreed, if, at any time before the full performance of this contract and agreement, said first party shall form such corporation, and shall assign, transfer and set over unto said corporation this contract and agreement on his part; then, and in that case and upon said first party's so assigning and transferring the same to such corporation, then, this contract and agreement shall be the contract and agreement of said corporation, in the stead and place of said first party hereto, (Everett Davis), and such corporation shall therefor be held to have assumed and be bound by all the terms and conditions, which said first party (Everett Davis) had up to that time been bound by, and such corporation shall be known, as the party of the first part hereto, and said Davis be forever released from liability, by reason of this agreement and contract, or anything done thereunder.

Said first party agrees that no lots shall be sold for less than fifty (\$50.00) dollars per lot.

It is further covenanted and agreed that as soon as enough lots shall have been sold pursuant to the terms and conditions hereof, so as to provide a sum, when paid, sufficient to pay said second party said sum of twenty thousand dollars (\$20,000), that, therefore, all remaining and unsold lots or parcels of land, shall be and become the fee simple property of said first party, and the same shall, as heretofore specified, as to other deeds, be conveyed by said second party and his wife to said first party.

It is further covenanted and agreed by and between the parties hereto, if said first party shall not have sold enough lots within one (1) year from the date hereof, to provide under and in accordance with the terms and conditions of this contract and agreement, a sufficient sum to pay said second party said twenty thousand dollars (\$20,000.00), which sum remains unpaid on the purchase price thereof, that said second party shall have the option and right to end and terminate this contract and agreement, by notice, in writing to that effect, to be served on said first party, in person, but in such case, said first party shall be entitled to receive, and shall be paid the sixty (60%) percent heretofore mentioned, on all lots or parcels of land, which he has up to that time sold, and be released from further liability hereon.

The said Louise F. Davis does hereby relinquish any dower or homestead right she may have in or to said real estate, or any part thereof.

In Witness Whereof, we have hereunto set our hands and seals, at St. Louis, Missouri, this twenty first day of November A.D. 1906.

Signed, sealed and delivered
in the presence of

H. M. Brown
James J. Maguire
Helen S. Luman
Hans Wolff

Everett Davis (Seal)

James E. Davis (Seal)

Louise F. Davis (Seal)