

COMPARED

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P. D. 2-
P. I. M.
P. I.
C. L.
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C. I.

Samuel A. Orcutt and Wife

to

P. L. Price, Trustee,

Contract.

This contract and agreement made and entered into on this the 24th day of July A.D. 1906, by and between Samuel A. Orcutt and his wife, Annie B. Orcutt parties of the first part, and P. L. Price, trustee, party of the second part, Witnesseth:

(That whereas the parties of the first part, for and in consideration of the sum of One Thousand (\$1000.00) dollars, cash in hand this day paid by the party of the second part, have this day presented and delivered to the party of the second part, trustee, his heirs and assigns, all their right, title and interest in and to the following described tract or parcel of land to wit: The South West Quarter (1/4) and the West Half (1/2) of the South East Quarter (1/4) of Section Seven (7), Township Nineteen (19), Range Thirteen (13), East. Consisting of 240 acres more or less, except 20 acres, consisting of a part of a Block and a sufficient amount of the orchard to make up a total of twenty-five (25) acres, which is surveyed and described as follows: Beginning at a point 360' S from NW cor of SW 1/4 Sec. 7, T. 19, R. 13 E; thence S 360'; thence S 300'; thence E 613 1/2' thence S 1007.98'; thence W 973 1/2'. Thence N 07.98' to point of beginning, containing twenty-five acres, and;

Whereas, the parties of the first part agree with the party of the second part, that the said Samuel A. Orcutt, one of the parties of the first part, shall be appointed guardian of his minor children, if necessary and make application to the United States District Court for an order to sell their interest in said premises aforesaid, said application to be pushed as expeditiously as possible and,

Whereas, party of the second part agrees with the parties of the first part, that he will pay as the purchase price of said land when sold, the sum of Nineteen Thousand (\$19000.00) dollars, subject to the terms and conditions imposed by order of the Probate Court, and,

Whereas, the sum total of all payments to be made by the party of the second part to the parties of the first part is to be the sum of Twenty Thousand (\$20000.00) dollars,

Now therefore, in consideration of the agreements aforesaid, it is agreed that the deed this day made by the parties aforesaid, be placed in the First National Bank of Tulsa, Indian Territory, in escrow, and there held by said Bank until such time hereafter as the title to said premises aforesaid shall be clear and unincumbered, except the Stebbins oil lease, the Waring nursery lease on 20 acres, 2 yrs - unexpired and the McCoy one acre lease - unexpired for 4 yrs - in lieu of which parties of the first part agree to stand not to exceed \$200⁰⁰ ^(as limited) damages, and sold under the order of the District Court aforesaid, or otherwise, and if the party of the second part shall buy said premises for the consideration aforesaid, then said deed of the parties of the first part, this day made, shall be delivered to the said party of the second part by said Bank aforesaid and be of full force and effect; if however, the said party of the second part shall fail or refuse or neglect to purchase said land for said consideration, or for an amount in excess of said consideration, then said deed aforesaid shall be returned to the parties of the first part and the One Thousand (\$1000.00) dollars, this day paid shall be forfeited to the parties of the first part. It is agreed by the parties hereto that the parties of the first part shall remain in the possession of all of said premises aforesaid pending the application for the sale of said premises aforesaid and receive the rents and profits from said land until said order of Court is procured and said land sold as herein provided, provided that said title shall be cleared and said sale shall be made within two (2) years from the date hereof, and,

It is further agreed between the parties aforesaid, that the party of the second part shall, in the event of his obtaining a perfect title to the land aforesaid, maintain thereon, in the most suitable part thereof, a park for pleasure purposes, for Park purposes only. In testimony whereof we have hereunto set our hands on this the 24th day of July A.D. 1906,

Samuel A. Orcutt
Annie B. Orcutt
P. L. Price, Trustee