

COM-ARED

No. 3098.

P. D. M.
P. L.
C. L.
C. D.
C. I.

The McNeal Machinery Company (incorporated)

vs.

Agreement.

The Tulsa Lime Stone Ballast Company (incorporated) et al.

This Agreement, entered into, this 24th day of January 1902, by and between, The McNeal Machinery Company, a corporation of the State of Missouri, hereinafter called the parties of the first part, and the Tulsa Lime Stone Ballast Company, a corporation, W. W. Raymond, G. W. Adams, and Chas. Haley, all of Tulsa, Indian Territory, hereinafter called the parties of the second part.

Witnesseth: That on or about December 20th 1901 said parties of the first part sold subject to the conditions hereinafter set forth to parties of the second part the following material at the price attached thereto.

One 125 H.P. ^{High} Pressure Atlas Horizontal Tubular Boiler equipped with the following: - One three quarter front, One set grate and bearing bars, One set of back arch frames, One soot pit door and frame, One pop safety valve, One steam gauge, One set water gauge and connections, One set of gauge cocks, One blow off valve, One check valve, One stop valve, One set of guy wires, One 34 x 60' stack. One 13" x 15" Atlas Automatic Heavy Duty Engine complete with all necessary oil cups and wrenches. One 4 x 4 1/2 x 4 Feed Pump. One number two Ingersoll drill with tripole. One large whistle, one 2 ton Battle Chain Hoist, Two 3' axles, Twenty 10" Car wheels, 400 feet 12 x 16 rail, 25' 1" steam hose, 100 feet Howe Brown steel, One Half Keg of spikes, One set tools for cross bits. All of the above machinery will be delivered f.o.b. via Tulsa Indian Territory for the net sum of Twenty One Hundred and Twenty Five Dollars, (\$2125.00) payable as follows: - \$50.00 cash on receipt of order, \$500.00 upon receipt of material and the balance, in two equal notes due in 90 and 120 days respectively, both bearing interest at 8% from date.

It is understood that the within mentioned material is to be installed in the Rock Quarry of the Tulsa Limestone Ballast Co. near Tulsa Indian Ig. for the purpose of furnishing power for machinery for crushing rock. It is further understood that the title of the above mentioned machinery and fixtures remain in the party of the first part, until all obligations on the part of the second party as to payments as herein provided has been fulfilled.

and that upon default of any of the above mentioned payments, the second parties agree to forfeit any and all moneys paid on account thereof, and the property herein described to revert to the party of the first part, and the party of the first part may without process of law, take possession of the same, and the second party do hereby waive any action for this purpose on account of the party of the first part, entering premises of the said second party, and removing said property and detaching it from whatever property it may be attached to.

It is further agreed by the parties of the second part, that they will at all times keep at least \$2000.00 worth of fire insurance on the above material and that the policies are to be assigned to the party of the first part.

Witness our hands this 24th day of January 1902.

McNeal Machinery Company

WMS/312.

(No corporate Seal)

Sign before a notary

Return at once

Tulsa Lime Stone Ballast Co.

By George W. Adams

President

✓ W. W. Raymond

✓ Chas. Haley