

No. 2043

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

James W. Ward,

and

J. N. McFarland, et al.

Contract.

This memorandum of agreement made and entered into this the 2nd day of January A.D. 1902, by and between James W. Ward, of Collinsville, D.S., party of the first part and J. N. McFarland and Lucy McFarland parties of the second part,

Witnesseth:-- That whereas the parties of the second part have this day sold, granted, bargained, conveyed and confirmed unto the said party of the first part, the following described real estate, which sale is evidenced by Warranty Deed, made and executed by the said second parties as the sole heirs of Buttrick McFarland, deceased, to-wit:--

The N. 1/2 of S. W. 1/4 of the S. E. 1/4 and the N. E. 1/4 of the S. W. 1/4 of the S. W. 1/4 of Section 23, Township 22 North Range 14 East of the Indian Meridian. Also the S. 1/2 of S. W. 1/4 of the S. E. 1/4 of said Section 23, Township 22 North Range 14 East, all of the Indian Meridian. All of said lands being in the Cherokee Native Indian Territory, and containing fifty acres of land or less according to the Government survey.

It is agreed by and between the parties hereto that the consideration shall be the sum of \$750.00, to be paid as follows, twenty five dollars to be paid at the execution of the said deed and contract the receipt of which is hereby acknowledged by said second parties, the remaining \$725.00 to be paid in six months from the above date.

It is agreed that the deed above mentioned to the said land shall be deposited in the Farmers & Merchants Bank, of Collinsville, D.S., together with a copy of this contract and in the event the said first party pays into the said Bank to the credit of the said second parties the sum of \$725.00 within six months from the date first above mentioned then the said deed to be delivered by said Bank to the said first party, but in case he fails to pay said amount into said Bank within six months as above related then the said deed to said above described lands to be turned and delivered back to the said second parties.

It is agreed that the said first party shall pay into said Bank the said sum within the said six months, provided on investigation the title to the said lands conveyed by said deed is good and unimpaired.

In testimony whereof we have hereunto set our hands and seals this the day and year first above written.

Witnesses:--

Geo. M. Goodesberry

Shos. H. Taylor.

J. N. McFarland (seal)

Lucy McFarland (seal)

James W. Ward (seal)

United States of America, Western District, Indian Territory. Before me, a Notary Public for the Western District, Indian Territory personally appeared J. N. McFarland and Lucy McFarland, and James W. Ward the parties who executed the above contract, and acknowledged that they executed same for the purposes and considerations therein named, and that it was their free act and deed.

Done before me this 2nd day of January, A.D. 1902.

(Seal) [No impression]

Clinton L. Goodale

Notary Public

My term expires Sept. 10th 1910.

Filed for Record Jan 4, 1902, at 2 P.M.

Otis Lorton

Deputy Clerk & Ex-officio Recorder.