

COMPARED

No. 2115

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

Ruysschaert & Bohmert et al.

do

Bill of Sale

Charles P. Moriarty et al.

Know all Men by these Presents: That Fred Bohmert of Antelope County, Nebraska, and Edward B. Ruysschaert of Indian Territory, as individuals and as partners, doing business under the firm name of Ruysschaert & Bohmert, for and in consideration of the sum of \$5000.00, receipt of which sum is hereby acknowledged by Fred Bohmert from the grantee herein, Charles P. Moriarty and George F. Ruchart, both of Douglas County, Nebraska, the balance, \$5000.00 to be paid said Fred Bohmert as hereinafter described, do hereby grant, sell, transfer and deliver unto the said Charles P. Moriarty and George F. Ruchart, their executors, administrators and assigns the following described goods, chattels and personal property now situate on the North one-half (N 1/2) of the North-west Quarter (N.W. 1/4) of Section Twenty-two (22), Township Twenty (20), North Range Thirteen (13), East, in the Indian Territory, in the County of Shawnee, Indian Territory, all of which personal property hereinafter described is at present the property of the aforementioned partnership of Ruysschaert & Bohmert, to-wit: One Bucyrus, 65-ton steam shovel, one Shannon excavator steam shovel, one steam pumping plant with 1800 feet more or less of piping, including boiler, steam pump, gauges, attachments, etc., one frame Blacksmith shop with all tools, wrenches, bits and other implements therein contained, one frame store building used as a warehouse with all goods and utensils therein contained; all the right, title and interest of said partnership in the 400 feet of stuffed coal aggregating 1500 to 2000 more or less tons in said North one-half (N 1/2) of the North-west Quarter (N.W. 1/4) of Section Twenty-two (22), Township Twenty (20), North Range Thirteen (13), East, in the Indian Territory, all credits, bills receivable and accounts due said partnership and all other personal property of any and every description and wherever situate, owned and controlled by the said firm of Ruysschaert & Bohmert in the mining of coal in the Cherokee Nation, Indian Territory, together with any interest and equity that may appear belonging to said partnership in any right to mine coal on said North one-half (N 1/2) of the North-west Quarter (N.W. 1/4) of Section Twenty-two (22), Township Twenty (20), North Range Thirteen (13), East, in the Indian Territory.

The \$5000.00 balance of the purchase consideration above named shall be payable to Fred Bohmert when the Governmental Indian restrictions against the owner of said North one-half (N 1/2) of the North-west Quarter (N.W. 1/4) of Section Twenty-two (22), Township Twenty (20), North Range Thirteen (13), East, in the Indian Territory, to-wit: Mrs. R. C. Brady, are removed, and said Indian lady, Mrs. R. C. Brady is thereby, by the Government given full and free authority to unrestrictedly enter into legal contracts with reference to her real and personal property and said Mrs. R. C. Brady does, in fact, enter into a valid legal contract with the aforementioned Charles P. Moriarty and George F. Ruchart, or their assigns, giving said Charles P. Moriarty and George F. Ruchart, or their assigns, the right and privilege of mining the coal on the said North one-half (N 1/2) of the North-west Quarter (N.W. 1/4) of Section Twenty-two (22), Township Twenty (20), North Range Thirteen (13), East, in the Indian Territory, on the same terms as the said Mrs. R. C. Brady authorized the above named partnership of Ruysschaert & Bohmert to mine said property, which terms were set forth in a written contract on the 13th day of July, 1906, executed by and between the said Mrs. R. C. Brady and the said partnership of Ruysschaert & Bohmert; or when the Government gives a permit to Mrs. R. C. Brady authorizing and allowing her to lease to the aforementioned Charles P. Moriarty and George F. Ruchart, or their assigns, the above described coal lands or otherwise qualify for and authorizes the said Mrs. R. C. Brady to enter into a valid legal contract, which shall bind her, with said Charles P. Moriarty and George F. Ruchart, by virtue of which they shall have the right to mine the coal on the above described coal lands; and said Mrs. R. C. Brady does in fact enter into a valid legal contract with the aforementioned Charles P. Moriarty and