

No. 2600

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

E. C. Drew,

Do

Chas. E. Bayl.

Agreement.

This agreement made and entered into this 5th day of February, 1902, by and between E. C. Drew of Dubuque, Indian Territory, party of the first part and Charles E. Bayl. of Dubuque, Indian Territory party of the second part, witnesses:

Now and in consideration of the sum of Four Hundred Twenty Five Dollars (\$425.00) to be paid as hereinafter stipulated the party of the first part hereby assigns and sets over to the party of the second part all his right, title and interest for the years 1902 and 1903 in a rental contract entered into on the 14th day of December, 1905 between Chas. E. Childers and Millie Childers of Dubuque, Indian Territory, parties of the first part and E. C. Drew as party of the second part upon the following described tract of land, to-wit: the south one half (1/2) of the Northwest quarter and lots three (3) and four (4) of the Northwest quarter of section three (3) Township Nineteen (19) North, Range Twelve (12) East.

The party of the second part stipulates and agrees to pay the said sum of Four Hundred Twenty Five Dollars as follows to-wit: One Hundred Twelve Dollars (\$112.00) in hand paid the receipt of which is hereby acknowledged.

One Hundred Dollars (\$100.00) within thirty days from the date of this contract. Two Hundred Twelve Dollars and fifty cents (\$212.50), eight months from the date of this contract, as evidenced by a certain promissory note of the party of the second part to the party of the first part of even date herewith.

It is stipulated and agreed between the parties hereto that the deferred payments herein shall be secured by a lien upon this contract and lease and in the event of the failure of the party of the second part to pay the said amounts stipulated at the times agreed this assignment shall be forfeited shall be null and void and the lease shall be in the party of the first part as though this assignment had not been made.

Now which want the party of the second part contracts and agrees to give immediate and peaceable possession of the said premises to the party of the first part.

It is stipulated and agreed that should the party of the first part fail during 1902 or 1903 to give the party of the second part possession of those portions of the said lease known as the Pete Rugevater area and the Goldsberg tract of from ten to fifteen acres that the party of the first part may pay to the party of the second part the sum of three Dollars per acre for the cultivated land so kept out of possession of the party of the second part in full and complete satisfaction of all claims of the party of the second part against the party of the first part by reason of the failure of the party of the first part to give such possession.

In witness whereof the parties hereto have hereunto set their hands in the day and year first above written.

E. C. Drew.

Chas. E. Bayl.

Indian Territory:

Western District: ss. Before me a Notary Public within and for the Western District, Indian Territory, personally appeared E. C. Drew, to me well known as the party of the first part in the foregoing instrument and acknowledged that he had executed the same as his free and voluntary act and deed and for the purposes and considerations therein contained.

(Seal) Western Dist, Ind. Ter.

Percival E. Magee

Notary Public.

My commission expires June 22, 1910.

Filed for Record Feb. 5, 1902, at 11:40 a.m.

Otis Lator

Deputy Clerk & Ex-officio Recorder.