

UNPAID

No. 2550.

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

John W. Ellis, et. al.

vs.

Amos W. Lord.

Contract of Sale of Land.

This Agreement made and entered into this 5 day of February, 1902, by and between John W. Ellis, and Ethel B. Ellis, of Tulsa, Indian Territory, parties of the first part, and Amos W. Lord, of Tulsa, Indian Territory, party of the second part, Witnesses: That said parties of the first part, for and in consideration of the sum of fifty dollars (\$50.00) and other good and valuable consideration, moving from the said party of the second part to the said parties of the first part, the receipt of which is hereby acknowledged, and the sum of nine hundred fifty dollars (\$950.00), to be fully paid as is hereinafter mentioned, have contracted and agreed to sell to the said party of the second part, all of their right, title and interest in and to the following described lands, to-wit: NW 1/4 of SE 1/4 and SW 1/4 of NE 1/4 of SE 1/4, and S 1/2 of SW 1/4 of NE 1/4, and SE 1/4 of SE 1/4 of NW 1/4, of Section Nineteen (19), Township Twenty-one (21) North, Range Thirteen (13) East, containing eighty (80) acres more or less and situated in the Cherokee Nation, Indian Territory.

And the said parties of the first part agree to execute and deliver to the said party of the second part, a Quit Claim deed for all right, title and interest they may have in said land, conveying their title on or before the 15th day of February, 1902. Provided, and upon condition, nevertheless, that the said party of the second part, upon delivery of the deed aforesaid, pay to the said parties of the first part for the said land, the sum of nine hundred fifty dollars (\$950.00). That said delivery of deed and the cash agreed upon for same, is to be made at the office of Ely J. Beebe, in the City of Tulsa, Indian Territory on the 15th day of February, 1902.

It is further understood and agreed between the parties hereto, that if default be made in fulfilling this agreement, or any part thereof, on the part of the party of the second part, then in such case, the said parties of the first part, their heirs and assigns, shall be at liberty to consider this contract as forfeited and annulled and to dispose of their interest in said land to any other person or corporation, in the manner as if this contract had never been made.

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

John W. Ellis
Ethel B. Ellis
Amos W. Lord
Ely J. Beebe
His attorney.

(Seal)
(Seal)
(Seal)

United States of America, Indian Territory, Western Judicial District, ss.

Personally appeared before me, a Notary Public in and for said District and Territory, John W. Ellis and Ethel B. Ellis, and acknowledged that they had executed the foregoing instrument for the purposes and consideration therein named as their free voluntary act and deed.

Witness my hand and seal this 5th day of February, 1902.

(Seal) Western District, Ind. Ter.

My commission expires September 18-1910.

Geo. W. Havers

Notary Public

Filed for Record Feb. 6, 1902, at 10⁰⁰ a.m.

Oliver Lorton

Deputy Clerk & ex-officio Recorder.