

DEPARTMENT OF THE INTERIOR Blank 744

United States Indian Service

Five Civilized Tribes

Muskogee, Oklahoma.

This is to certify that I am the officer having the custody of the records pertaining to the enrollment of the members of the Choctaw, Chickasaw, Cherokee, Creek, and Seminole Tribes of Indians, and the disposition of the land of said tribes, and the following described papers, attached hereto, are true and correct copies of the entire enrollment record on file in this office in connection with the application of Sarah McIntosh Roll No. 4234, for enrollment as Freedmen Citizen of the Creek Nation; Census Card #1127, old Card #855 and a copy of Approved Roll No. 4234.

VICTOR M. LOCKE, JR., Superintendent

By W. H. Angell CLERK

IN CHARGE Creek RECORDS

DATE 8/23/22

No Seal

Filed for record in Tulsa County, Tulsa Oklahoma, Oct. 21, 1922 at 11:40 o'clock A.M.
in Book 427, page 131

By F. Delman, Deputy

(SEAL)

O. D. Dawson, County Clerk

211846 C. J.

COMPARED

CONTRACT

This contract and agreement entered into this the 8th day of August 1922 by and between John P. Barton and Della C. Barton, his wife, parties of the first part and E. S. Hutchison party of the second part, WITNESSETH.

Whereas the Fleetwood Company executed a deed to the party of the first part conveying to him lot ten (10) in block one (1) 15th Street addition to the city of Tulsa, Oklahoma, and whereas there is a first mortgage of one thousand dollars (\$1,000.00) covering said lot, upon which some payments have been made.

And whereas; there is a second mortgage of three hundred and fifty dollars covering said lot, upon which some payments have been made;

And whereas as a matter of fact E. S. Hutchison was the owner of said lot and directed Fleetwood and Company to make the deed to the party of the first part, the party of the first part agreeing to pay the said Hutchison sixteen hundred ninety-five dollars and fifty three cents (\$1695.53) for said lot,

And whereas there is yet due the said Hutchison on said lot the sum of seven hundred and fifty seven dollars and sixty three cents (\$757.63),

And whereas in order to secure the said Hutchison in the payment of the said money that the said party of the first part owes him, the parties of the first part has this day executed a warranty deed conveying said lot to the said Hutchison, which said warranty deed together with this contract shall be placed in escrow in the Exchange National Bank of Tulsa, Oklahoma, there to be held by the said bank as the agent of both parties hereto, and if the parties of the first part neglect and fail to pay to the said Hutchison the sum of said \$757.63 under the terms and conditions heretofore agreed to, then and in that event, the said bank shall deliver to the said Hutchison the said warranty deed, but if the parties of the first part in all things comply with his agreement heretofore made with the said Hutchison, then said bank is to return to the parties of the first part his said warranty deed.

If the said parties of the first part fail to comply with his agreement with the said Hutchison as aforesaid, and said deed is delivered to the said Hutchison, the parties of the first part shall be protected by the said Hutchison insofar as his equities