

498

Witness my hand and official seal the day and year above set forth.

My commission expires 1/9/1928 (SEAL) R. C. Holloway, Notary Public
 Filed for record in Tulsa County, Tulsa Oklahoma, Nov. 26, 1924 at 10:20 o'clock A. M. in
 Book 498, page 586
 By Brady Brown, Deputy (SEAL) O. G. Weaver, County Clerk

272807 C.J.

CONTRACT AND AGREEMENT.

This contract and agreement made and entered into this 27th day of October, 1924, by and between David Feenberg of Tulsa, Oklahoma, party of the first part and L. Feenberg of Ft Smith, Arkansas, party of the second part.

Whereas, on February 2, 1920, stock certificate No. 4 for one hundred seventy-seven (177) shares and stock certificate No. 5 for one hundred ten (110) shares of the capital stock of the Feenberg Pipe & Supply Company, Inc., an Oklahoma Corporation, were issued to L. Feenberg, the said second party hereto, the said shares being of the par value of \$100.00 each, and issued of a capital stock of eighty thousand dollars (\$80,000), And,

Whereas on February 28th, 1923, the capital stock of the said Feenberg Pipe & Supply Company, a Corporation, was reduced from eighty thousand dollars (\$80,000) to twenty thousand dollars (\$20,000), and at which time there was issued to the said second party hereto in lieu of the above mentioned stock, stock certificate No. 3 for seventy-one and three-quarters (71.75) shares of the capital stock of the said Corporation, and,

WHEREAS, the said first party hereto is desirous of buying from the said second party hereto and the said second party is desirous of selling to the said first party hereto his 71.75 shares of the capital stock of the said Feenberg Pipe & Supply Company, Inc.

Now, THEREFORE, for and in consideration of the sum of \$7175.00 to be paid by the said first party hereto on terms hereinafter mentioned, the said second party hereto agrees and binds himself to assign and transfer to the said first party hereto his 71.75 shares of the capital stock of the said Feenberg Pipe & Supply Co., Inc.

For and in consideration of the assignment and transfer of the said 71/75 shares of the capital stock of the said Feenberg Pipe & Supply Company, Inc., the said first party hereto agrees and binds himself to pay to the said second party the sum of Seven Thousand One hundred seventy-five dollars as follows:

Five Thousand Dollars (\$5000) cash to be paid on April 1, 1925, and the remaining Two Thousand One Hundred Seventy-five (\$2175) Dollars to be paid by twelve promissory notes, each dated April 1st, 1925, each in the sum of \$181.25, each of said notes to bear interest at the rate of eight per cent per annum until paid. The first of the said series of notes to fall due on May 1st, 1925, and one each thirty days thereafter until all of the said series have been paid.

It is distinctly understood and agreed by and between the parties hereto that all of the said stock shall be assigned and turned over and the money paid and the notes executed on April 1, 1925, and on which date the said second party hereto, his heirs, administrators, or assigns shall deliver to the said first party hereto, stock certificates No. 4 and No. 5, for the 287 shares of the capital stock of the said Feenberg Pipe & Supply Company, Inc., issued to him on Feb. 2, 1920, and which he still has in his possession, and also assign, deliver, and transfer on said first day of April, 1925, the 7175 shares of the capital stock of the Feenberg Pipe & Supply Company, which were issued to him on February 28, 1923 in lieu of the 287 shares issued to him on February 2, 1920 when said capital stock was reduced.

Witness our hands the day and year first above written.

David Feenberg
 Party of the 1st part.

L. Feenberg,
 Party of the 2nd part.

COMPARED BY
all and CEC