

## CONDITIONAL SALE.

THIS AGREEMENT, Made and entered into this 29<sup>th</sup> day of December, A. D. , 1908, by and between William Ward, and Belle Ward, his wife, parties of the first part, and Wm. E. Halsell, party of the second part.

WITNESSETH: That the said parties of the second part in consideration of the sum of Seventeen Hundred Dollars (\$1700.00) to be <sup>paid</sup> by the party of the second part, as hereinafter provided, have this day sold, to the party of the second part, upon the terms and conditions hereinafter set forth, the following described real estate, to wit:-

The South Half ( S/2 ) of the Southwest Quarter (SW4) of Section Thirty Three (33) Township Twenty One (21) North, Range Thirteen (13) East of the Indian Base and Meridian.

It is understood and agreed by and between the parties hereto, that the parties of the first part, do not at this time have legal title to the land above described and that the same land, has heretofore been filed upon, by one Katie Webber, as her allotment/ that contest is now pending before the Dawes Commission between said William Ward and said Katie Webber respecting the right to file on said land as an allotment. It is further understood and agreed by and between the parties hereto, and for the consideration above mentioned that in the event that said William Ward shall be successful in said contest, and land above described shall finally be allotted to him, he the said William Ward together with his wife, said Belle Ward, shall then make, execute and deliver unto said Wm. E. Halsell, their warranty deed, conveying to said Wm. E. Halsell, all of the above described land, the consideration for <sup>which</sup> deed shall be as above set forth, Seventeen Hundred Dollars (\$1700.00); said consideration to be paid as follows; One Hundred Sixty Five (\$165.00) cash in hand, the receipt whereof is hereby acknowledged by the parties of the first part and the balance of Fifteen Hundred, Thirty Five Dollars (\$1535.00) to be paid to the parties of the first part on the delivery to the party of the second part, of Warranty Deed, above referred to.

IN WITNESS WHEREOF, the parties hereto, have hereunto signed their names, this 29th, day of December, A. D., 1908.

William Ward

Belle Ward

William E. Halsell

STATE OF OKLAHOMA, )  
: SS.  
COUNTY OF GRAIG. :

Before me, F. M. Briscoe, a Notary Public, within and for the State and County afore said, on the 29<sup>th</sup> day of December, A. D. 1908, personally appeared William Ward, to me personally known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the purposes and considerations therein set forth and mentioned.

WITNESS my hand and official seal, this day and date above written.

F. M. Briscoe, Notary Public.

(SEAL) My commission expires July 10- 1912.

STATE OF OKLAHOMA, )  
: SS.  
COUNTY OF TULSA. )

Before me, Robt. E. Lynch, a Notary Public within and for the State and County afore said, on the 9<sup>th</sup> day of December, A. D. 1908, personally appeared Belle Ward, to me personally well known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes <sup>and consideration</sup> therein set forth and mentioned.