

COMPARED

MEMORANDUM OF AGREEMENT.

THIS MEMORANDUM OF AGREEMENT, made and entered into this 19th, day of May 1909, by and between George C. Bullette, Mabel Zoe Duckworth, Mary A. Shaw, for themselves, and Frank M. Duckworth, Guardian of Floyd C. Bullette, a minor, hereinafter called the parties of the first part, and W. S. Cochrane for himself and on behalf of C. J. Price and E. G. Potter, hereinafter called the parties of the second part, witnesseth:

That Whereas, the said George C. Bullette, Mabel Zoe Duckworth and Mary A. Shaw are the owners of an undivided three fourths interest in and to the property hereinafter described,

AND WHEREAS, the said Floyd C. Bullette, a minor, is the owner of an undivided one quarter interest in and to said property.

AND Whereas said parties herein have agreed upon the sale and transfer of said property to the said parties of the second part:

NOW, THEREFORE, for and in consideration of the sum of Fifty (\$50.00) cash in hand the receipt of which is hereby acknowledged by the parties of the first part, and of the covenants and agreements hereinafter contained, the parties hereto agree as follows:

That the said parties of the first part agree to sell and convey to the said parties of the second part a full clear and fee simple title unto the said parties of the second part for the consideration of the sum of Four Thousand (\$4,000.00) Dollars cash in hand upon the delivery of title thereto as above mentioned and set forth, in and to the following described tract or parcel of land situated in the County of Tulsa, State of Oklahoma, to-wit:

The North East Quarter (NE $\frac{1}{4}$) of the South West Quarter (SW $\frac{1}{4}$) of the South West Quarter (SW $\frac{1}{4}$) of Section Thirty Six (36), Township Twenty (20) North, Range Twelve (12) East, containing 10 acres, more or less.

It is mutually agreed and understood by and between the parties hereto that the title to said premises cannot be conveyed and transferred until such time as the interest of the minor Floyd C. Bullette, can be properly probated and an order of the probate court granted confirming the sale of said minor's interest in and to said land, but that the said probate proceedings will be forthwith commenced and prosecuted to completion without delay.

It is further mutually agreed and understood by and between the parties hereto that in and for the consideration of the sum of Four Thousand (\$4000.00) Dollars, to be paid by the parties of the second part to the parties of the first part as the purchase price of said property, that the adult heirs herein, to-wit: George C. Bullette, Mabel Zoe Duckworth and Mary A. Shaw will give to the parties of the second part a Warranty Deed in and to their interest in said property and that the Guardian Frank M. Duckworth, will execute such deed conveying the interest of said minor, Floyd C. Bullette, as the Statute of Oklahoma prescribes in such cases made and provided, further that said parties of the first part agree to furnish to the said parties of the second part a full and complete abstract of title in and to said premises.

It is further agreed and understood by and between the parties hereto that the Fifty (\$50.00) Dollars hereinbefore mentioned as the consideration for the execution of this contract shall be a part of the purchase price and deducted therefrom upon the delivery of the title from the parties of the first part to the parties of the second part.

It is further agreed and understood by and between the parties hereto that this agreement is dependable on the execution of a similar agreement of even date by and between George Bullette of Tulsa, Oklahoma, and W. S. Cochrane, C. J. Price and E. G. Potter