

## A G R E E M E N T

## COMPARED

Memorandum of Agreement, Made and entered into this the 10th day of September, 1906, by and between Alice Jack, her heirs executors, administrators and assigns, party of the first part, and Rebecca Warkenke, of Dundee, Ohio, party of the second part.

WITNESSETH: That whereas, the party of the first part is the widow of one John Jack, deceased, and the party of the second part is the daughter and one of the heirs of said John Jack, deceased, and, whereas, the said John Jack died on the 17th day of February, A.D. 1906, leaving a will under and according to the terms of which, all the property of which he died, seized or possessed, both real and personal was devised and bequeathed to the said party of the first part, his wife, which said will has been duly proven and admitted to probate, and whereas, the said John Jack, deceased, did during his lifetime make, execute and deliver to his said wife, the party of the first part, a Warranty Deed conveying to her certain real estate situated in the City of Tulsa, Tulsa County, State of Oklahoma.

And, Whereas, the said Rebecca Warkenke, party of the second part, claims and interest in the estate of said John Jack, deceased, as a daughter and one of the heirs of said deceased, claims that the said will is invalid and the said deed is of no force and effect, but such said claims, it is expressly agreed and understood, are in no wise admitted by the said party of the first part, but are now and have been at all time denied; and, whereas, it is the desire of both parties to this agreement that a compromise be effected and the dispute settled without resort to proceedings at law.

IT IS THEREFORE AGREED: That the said party of the second part has this day, and does hereby release and relinquish all claims or right, whatsoever, which said she now claims to have or may have in and to all of the estate of which said John Jack, died, seized or possessed, both real and personal, by virtue of being a daughter and heir of the said John Jack.

IN CONSIDERATION WHEREOF, the party of the first part hereby agreed to pay to the party of the second part, the sum of Two Hundred Dollars (\$200.00) payable in the manner following, to wit: Two Hundred Dollars (\$200.00) cash, in hand paid, receipt whereof is hereby acknowledged by the party of the second part.

And, the party of the second part does hereby expressly agree in consideration of the payment of the said sum of Two Hundred Dollars (\$200.00), as aforesaid, and that she shall be hereafter and forever barred from claiming any interest, whatsoever, in said estate, as an heir of said John Jack, deceased.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

Alice Jack

Rebecca Warkenke

In the presence of:

John Schneider.

Louis C. Price J.P.

State of Ohio )  
Tuscarawas County } SS.

Before me, John Schneider, a Notary Public in and for the said County and State on this 28 day of November 1906, personally appeared Rebecca Warkenke