

of the closing of the estate and settling of the guardian, the balance of the purchase price of the sum of \$350.00, and it is hereby agreed between the said parties that the said second part, W.L. Nixon, in his business and capacity as a dealer in real estate, shall take a partnership interest in said land upon the following terms and conditions, to-wit:

That the said Nixon agrees: First, to advance the one half of the part remaining due and unpaid of the sum of \$350.00 at the time same becomes due and payable, and to make sale of the said land in said capacity as soon as the title to same is perfected, to which perfecting of title both parties agree to use all reasonable means to secure and to share the expenses to be incurred, it being contemplated that a part of the perfecting shall in the execution of a deed by the said Malinda Higgs, nee Davis, a contract for which she has already entered into, And as a part of this agreement and as a consideration for the partnership interest of the said second party, he waives any claim to commission for the sale of said real estate, and it is mutually agreed that both parties shall use their united efforts to make a satisfactory sale of said real estate as soon as same may profitably be done.

The proceeds of the sale of the said land to be used as follows: First, the sum of \$1800.00 to be deducted and returned to the said first party W. A. Cook, being the amount he has already invested in said land, and the remainder of the sale price of said land to be divided equally between the said parties.

It is further agreed that the income derived from said real estate shall go to and become the property of the party of the first part, W.A. Cook, up to the time of the sale of said real estate as herein agreed to.

In witness whereof the parties hereto have hereunto set their hands in duplicate, this 27th day of September, 1910,

W A. Cook

W.L. Nixon

State of Oklahoma, County of Tulsa, SS.

Before me, a Notary public in and for said county and state on this 27th day of September, 1910, personally appeared W.A. Cook and W.L. Nixon, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

(seal)

R. M. Heffner, Notary public.

My commission expires Oct 8, 1913.

Filed for record at Tulsa, Okla Oct 4, 1910 at 1:25 P.M.

H.C. Walkley, register of deeds (seal)

COMPARED

RENTAL CONTRACT.

This Contract made and entered into this 8th day of February A.D. 1910, by and between Gabriel Enarthla of Tulsa, Okla. party of the first part and Henry Smith and Sidney Smith parties of the second part.

WITNESSETH, That for and in consideration of the covenants and agreements hereinafter made by the parties of the second part the party of the first part this day and by these presents do demise and let to the parties of the second part their heirs and assigns for agricultural purposes for the term of