

S. W. KNIFFIN,  
BROKER,  
302 NEW ENGLAND BUILDING,  
208 Hall Building  
BOTH PHONES MAIN 1845.  
Home, Main 1194.

KANSAS CITY, MO., November 6, 1905.

Mrs. A. Z. Moore,  
#716 Fulton St.,  
Sandusky, Ohio.

Dear Madam:

I beg to acknowledge receipt of yours of the 2nd. Have just returned from Southern Kansas where I closed up deals for a large acreage south and southwest of your land. I took these options for six months, agreeing to pay at the end of the first three months \$3.00 per acre for an extension of three months more, this advance payment to be deducted from full consideration when deed is made. The reason that we ask for the extra three months' extension is that, owing to the winter season coming on, the weather conditions may delay us in prospecting, not being able to work men or machines.

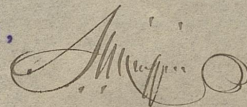
I make you the following offer: Will give you \$100.00 per acre for your 180 acres of land, if it is found to be workable coal land, provided I can secure from you a ninety day option for prospecting purposes with the additional privilege of renewing this option for an additional ninety days, advancing to you the sum of \$3.00 per acre, or a total of \$480.00, the same being part of the balance due. If no sale is made at the expiration of the second ninety days, then you are to retain the \$480.00 as payment in full for all damages, and the option becomes of no effect. This is the form of option made with other parties. I don't think there is any question about your land being wholly underlaid with coal, but we do not feel like investing so much money without fully satisfying ourselves thereof.

I have filled out an option upon basis as herein indicated and enclose herewith for your signature, believing that it will meet with your approval. We have practically gotten all the lands south of you, excepting some owned and controlled by Mr. Kelley. If we make purchase from you at end of prospecting, we would like to pay \$9,000 cash, and \$9,000 in one year, the deferred payment bearing 6% and giving as security a first mortgage on the land.

Will you kindly give this matter your prompt attention, and let me hear from you without delay, as I wish to begin boring this week on lands already optioned, and would like to put the rods down on your land while we have the outfits near there.

Awaiting your reply, and trusting you are in the enjoyment of good health, I am,

Very truly yours,



This Agreement, Made and entered into this November day of 1905 A. D., by and between A. J. Moon

of the County of Ohio and State of Ohio, part 4 of the first part, and J. W. Kiffin of the County of Jackson, State of Missouri, part 4 of the second part.

Witnesseth, That the said part 4 of the first part, has 1 this day bargained and sold to the said part 4 of the second part, or his assigns, all of the following described premises situated in the County of Crawford and State of Kansas, viz:

The Southwest (SW 1/4) of Section One (1) and the East half (E 1/2) of the Southeast quarter (SE 1/4) of the Southeast quarter (SE 1/4) of Section Two (2) all in Township Twenty Nine (29) Range Twenty Five (25) containing One hundred and Eighty (80) acres more or less

for the sum of Eighteen thousand Dollars (\$ 18,000<sup>00</sup>) payable as follows: One Dollar (\$ 1<sup>00</sup>) in hand paid, the receipt of which is hereby

acknowledged, and the balance as follows: Eight thousand nine hundred and Ninety nine (8,999<sup>00</sup>) on or before the 5th day of February, 1906 and Nine thousand (9,000<sup>00</sup>) on or before the 8th day of February, 1907, the last deferred payment to draw interest at rate of Six (6) per cent from date of note -

The time of making said payments may be extended ninety days by said second part 4 or his assigns paying Four hundred and Eighty Dollars, (\$ 480<sup>00</sup>) which shall be a part of said balance. This agreement shall be construed to be an option or an exclusive and prior right to purchase said premises during and up to the time fixed for paying the first deferred payment, and if said deferred payment is not made at the time mentioned herein (unless this agreement is extended as herein provided) then this contract shall be null and void, and both parties shall be fully discharged and released therefrom, and the cash payment as herein stated shall be taken as a full consideration for this agreement, and as liquidated damages between the parties hereto, and all rights under this contract as to both parties hereto shall forever cease and determine, and the payments made to be forfeited as liquidated damages, if said second part 4, or his assigns do not make final payment.

During the continuance of this contract on and after the date of its execution, second part 4 or assigns to have the privilege to prospect said land with diamond or other drill, and to have full right of ingress, egress and regress for such purpose. First part 4 guarantee 1 clear title to said premises, and agrees, on the payments being made as herein provided, to execute a good and sufficient warranty deed with full covenants to second part 4 or assigns.

It is agreed that during the continuance of this contract, and at anytime before the time fixed for the first deferred payment, second part 4 or assigns may procure an abstract of title to said premises, and may deduct the cost of the same from said first deferred payment when the same is made. If second part 4 or assigns fail 1 to take said land by reason of defect in title, then first part 4 agree to pay second part 4 the amount expended for said Abstract

Signed the day and year first above written.

State of Ohio }  
Kansas } ss:  
Crawford County.

On this 11 day of November, A. D., 1905, before me, a Notary Public in and for said county, personally came A. J. Moon to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

Witness my hand and official seal the day and year last above written.