

May 20th, 1935.

Motion was made by Commissioner Gray, seconded by Commissioner Hopkins, that the following Contract be entered into by and between the Board of County Commissioners and the Guaranty Abstract Company. Upon roll call, all members voting in the affirmative, motion was by the Chairman declared carried.

C O N T R A C T

THIS AGREEMENT, Made and entered into this 20th day of May, 1935, by and between the Guaranty Abstract Company, a corporation, party of the first part, and the Board of County Commissioners of Tulsa County, Oklahoma, acting for and on behalf of Tulsa County, Oklahoma, party of the second part.

WITNESSETH: That party of the first part, for and in consideration of the covenants and agreements hereinafter set out, hereby covenant with and agree with the party of the second part to do and perform in a faithful and workmanlike manner all recording work required to be done in the Office of the County Clerk of Tulsa County, Oklahoma, for and during the period beginning at the date of July 1st, 1935, and continuing to the 30th day of June, 1936, said recording to be done by furnishing photographic copies of all instruments to be recorded on sheets 10½ x 16 inches with instruments recorded on each side thereof, said photographic copies to be made from Byron-Weston Grade H.H. Photostat paper and delivered to the County Clerk and all indexing to be done by the County Clerk at the expense of the said party of the second part; and the said party of the first part agrees and binds itself, its successors and assigns, that it has at this time and will at all times during the continuance of this contract have proper machines and equipment for such photographing and recording, the consideration of the above agreement on the part of the party of the first part is that said party of the first part shall have the exclusive right and contract for doing all such recording for and during the period of this contract and that the said party of the second part shall pay to the said party of the first part for such services the following percentage of any and all recording fees as are now allowed by law and charged for such services by the County Clerk, to-wit:

Recording fees monthly aggregating to and including Twelve Hundred Fifty and No/100 (\$1250.00) Dollars - Thirty-eight per cent (38%).

In excess of Twelve Hundred Fifty and No/100 (\$1250.00) Dollars - Thirty-five per cent (35%).

Said fees to be collected by the County Clerk, and that out of such fees of each and every fee charged for and allowed by the law, the party of the first part shall have and receive the agreed percentage of recording fees as its fee as a part and parcel of the consideration of this contract, to-wit:

Recording fees monthly aggregating to and including Twelve Hundred Fifty and No/100 (\$1250.00) Dollars - Thirty-eight per cent (38%).

In excess of Twelve Hundred Fifty and No/100 (\$1250.00) Dollars - Thirty-five per cent (35%).

The said party of the second part herein hereby covenants and agrees with the party of the first part that in the consideration of the faithful performance of the above specified work and the rendition and rendering of said services to pay to the said party of the first part a percentage of the recording fees of each and every sheet and instrument, recorded, to-wit: