

June 20th, 1938.

Motion by Commissioner Gray, seconded by Commissioner Miller, that the following contract be and the same is hereby approved. 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 June, 1938, 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, 1938, and continuing to the 30th day of June, 1939, 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 Bryon-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 per centage 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:

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 recording to be done in conformity to and with Chapter Fifty (50) of the Session Laws of the State of Oklahoma for 1923, and payment to be made for such services upon claims filed with the County Clerk as other claims against the party of the second part are filed each month and that all payments shall be due and payable at the end of each month.

All photographing of said records to be done at the County Court House in the City of Tulsa, County of Tulsa, State of Oklahoma, under the supervision and control of the County Clerk, and that second party shall cause all instruments to be recorded, to be delivered at the office of the County Clerk, to the party of the first part for such recording

That party of the second part shall furnish a suitable room or place for all such recording in the County Court House, properly equipped for photographing and operating the photographic recording, at the expense of the party of the second part.