

No. 5788

P. M.
P. L.
C. L.
C. D.
C. I.

bond for Ten Thousand Dollars for Guarantee
 of Completion of Uncle Sam Refinery at Tulsa, I.T.

Now and in consideration of certain considerations hereinafter mentioned delivered by John O. Mitchell, J. W. Friend, J. E. Pirece, J. M. Gillette, L. J. Martin, D. C. Race, Wm. Stryker, D. L. Sleeper, W. P. Moore, J. D. Hagler, H. R. Clark, J. M. Hall, citizens of Tulsa, Indian Territory, hereinafter parties of the first part to the Uncle Sam Oil Company, a corporation organized under the laws of Arizona and authorized to do business in the Indian Territory hereinafter called the party of the second part.

Witnesseth: That when the parties of the first part have delivered to the party of the second part, a good and sufficient warranty deed to the following described real estate: to-wit: Twelve acres off the South side of the North half of the North east quarter of the Southwest quarter in lot Three less Five and nine tenths acres right of way of St. Louis & San Francisco railroad company, in Section 11 Township 19 Range 12 East, and Block 2 and all of Block 1 except sixty feet off the East side, said sixty feet to be dedicated to the public as a highway, all in the more addition to West Tulsa, Indian Territory, and shall construct at their expense and deliver to the party of the second part free of all cost and incumbrance, a side track extending from the main line of the St. Louis and San Francisco railroad to a point four hundred feet in the above described tract as already surveyed the party of the second part agrees to erect and operate an oil refinery for the purpose of making water white oil, prime white oil, and gasoline.

It is further agreed that the party of the second part agrees to pay to the parties of the first part the sum of Ten Thousand Dollars, on or before August 1st, 1906, provided however, that second party does not have completed on the above described real estate by July 1st, 1906 an oil refinery of five hundred barrels daily capacity complete in its different departments as to manufacture water white and prime white kerosene and gasoline; and provided further that if the party of the second part shall fail to complete the refinery by July 1st, 1906 but shall have nine tenths of the material on the ground and shall be crowding the work of construction in good faith that an additional time of from fifteen to thirty days shall be allowed in which to complete the work and such allowance of extra time shall in