

executors shall pay to the party of the second part its successors or assigns all damages it may sustain by reason of such dispossession. The party of the first part further covenants and agrees that if any time hereafter he is possessed of the right and authority to sell and convey said above leased land, and to execute a deed therefor, that he will convey the same to the party of the second part its successors or assigns, and execute a good valid and sufficient deed therefor, subject to the right of the public to use said land as a public highway, subject to the paramount right of the party of the second part its successors or assigns for right of way purposes for street or railway. In witness Whereof the parties have hereunto set their hands this, the day and year first above written.

Witnesses to mark
 Carl C. Magee
 Percival E. Magee.

Alvin E. Hodge
 Mary Ellen Hodge
 mark

The Tulsa Street Railway Company
 by C. H. Boslen, Clerk

United States of America ss: Be it remembered that on this Western District day came before me, the undersigned, a notary public within and for the Western District of the Indian Territory aforesaid, duly commissioned, and acting as such Alvin E. Hodge to me known as the grantor in the foregoing instrument and stated that he had executed the same for the consideration and purpose therein mentioned and set forth and as his free and voluntary act and deed and I so certify. And on the same day voluntarily appeared before me the said Mary E. Hodge to me well known and in the absence of her said husband declared that she had of her own free will executed said instrument for the consideration and purpose therein contained and set forth without compulsion or undue influence on the part of her said husband. Witness my hand and seal as such Notary Public on this the

10th day of May 1907

Percival E. Magee
 (Western Dist of I.T.) My commission expires June 29, 1910
 Filed for record June 17th 1907 Clerk of the District Court