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IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

- 1. That the said Grantor is to fully use and enjoy the said previses, except the easement for the purpose hereinbefore granted to said Grantee.
- 2. That said Grantee hereby covenants to bury its lines of pipe so that the same will not interfere with the cultivation of said premises.
- 3. That the Grantee shall have the right at any time to change the size of its line of pipe.
- 4. That the Grantee shall pay all damages to fences, crops and premises, which may be suffered by reason of laying, maintenance, operation or alteration of said lines of pipe. If not mutually agreed upon, said damages are to be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the Grantee, and the third by the two so appointed as aforesaid, and the award of two of such three persons shall be final and conclusive.

This Contract shall bind and run in favor of the respective parties hereto, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and affixed their seals, the day and year first above written.

W H SHORT.

STATE OF OKLAHOMA )
COUNTY OF TULSA )

Before me, the undersigned, a Notary Public in and for the County aforesaid, on this 18th. day of April, 1924, personally appeared W.H.Short to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes herein set forth.

Witness my hand and official seal.

My Commission extres March 11, 1926. (SEAL) W.L.Rinaman. Notary Public.

Filed for record on the 3rd. day of May, 1924, at the hour of 1:30 o'clock P.M.,

By: Brady Brown, Deputy (SEAL) O G WEAVER, County Clerk.

NO. 257359 - NRS RELEASE OF REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS:

COMPARMU

THAT, WHEREAS, On the 25th. day of January, 1923 a certain mortgage was executed by Walter E. Marks and Louise Marks, his wife, mortgagors, to Home Building & Loan Association, Mortgagee, for the sum of Seventeen Hundred and no/100 Dollars (\$1700.00) upon the following described lands located in Tulsa County, Oklahoma, to-wit:

Lot Sixteen (16) in Block One (1) in Woodward Park
Addition to the City of Tulsa, Tulsa County, Oklahoma,
according to the recorded plat thereof.

which mortgage is recorded in Book 410 of Mortgages, on page 302 of the records of Tulsa County, State of Oklahoma; and

WHEREAS, the note secured by said mortgage has been paid in full.

NOW, THEREFORE, Home Building & Loan Association, the above named mortgages, does hereby remise, release and forever quit claim all of its right, title and interest in and to the above mentioned property which it may have acquired by virtue of said above named mortgage, to the said mortgagors, their heirs and assigns forever.

WITNESS the signature and seal of the said mortgages this second day of May, 1924.

HOME BUILDING & LOAN ASSOCIATION,