

anywise appertaining.

To have and to hold, all and singular, the above described premises, together with the appurtenances, unto the said party of the second part, his heirs and assigns forever.

In witness whereof, the said party of the first part, executrix, as aforesaid, has hereunto set herhand the day and year first above written.

State of Oklahoma,
County of Tulsa, SS.

Mary Lyon Williamson - Executrix.
INTERNAL REVENUE
750
Cancelled

Be it known, That on this 1st day of March A. D. 1923, personally appeared before me, a Notary Public, within and for said Tulsa County and State, Mary Lyon Williamson, who is known to me to be the person whose name is subscribed to the within and foregoing instrument as the executrix of the estate of George T. Williamson, deceased, and acknowledged to me that she, as the executrix of said estate of George T. Williamson, deceased, executed the same as her free and voluntary act and deed for the uses and purposes herein set forth.

In witness whereof, I have hereunto set my hand and affixed my official seal at my office, in said Tulsa County, State of Oklahoma, the day and year in this indenture last above written.

My commission expires May 5, 1926 (SEAL) Juanita Plumlee-Notary Public.
Filed for record at Tulsa, Tulsa County, Oklahoma Mar. 1, 1923 at 9:00 o'clock A. M.
and recorded in Book 444 Page 174
By Brady Brown - Deputy (SEAL) O. G. Weaver - County Clerk.

223139-ACM

CONTRACT

COMPARED

THIS CONTRACT AND AGREEMENT? MADE and entered into on this 5 day of February, 1923, by and between W. A. Roberts, Ralph Fair, _____ Stamp, _____ Stewart, Clarence Johnson and Dr. C. Pedrick and Fred W. Kopplin, each with the other and for and in consideration of the mutual covenants and benefits accruing to each of the parties hereto, WITNESSETH:

WHEREAS, the parties hereto are all of the owners of property adjoining Kerr Street in Pomeroy Heights Addition to the City of Tulsa, Oklahoma, affected by the drainage ditch herein mentioned; and,

WHEREAS, the parties hereto are desirous of providing and securing a proper drainage ditch to carry off the surface waters running over and across their property;

NOW THEREFORE, all the parties hereto hereby agree to the vacation of Kerr Street, as provided by law.

It is further mutually agreed by and between the parties hereto that a drainage ditch at least twelve feet wide at the bottom, with a four foot slant on the wall on the East side thereof, and at least a 4 foot slant on the west side thereof be dug the east bottom to be within 4 feet of the center line on the West half of Kerr street, beginning at a point to connect even with ditch at the North boundary line of the Kopplin property, and running North along Kerr Street to where said drainage ditch turns East, and connecting therewith, and of a sufficient depth to freely carry off all waters flowing into the same.

IT IS FURTHER Mutually agreed by and between the parties hereto that Ralph Fair and _____ are hereby authorized to dig said ditch and as compensation therefore they shall receive all the dirt from said ditch; and that if said parties shall not dig said ditch or have the same dug within 25 days from the date hereof, then W. A. Roberts, North one-half and Fred W. Kopplin South one-half are hereby authorized to dig said ditch on the same terms and conditions; PROVIDED HOWEVER, that in any event, enough dirt from said