

It is expressly agreed and understood that this conveyance is made subject to the provisions and restrictions specified in the Rules and Regulations of said Burial Park at the present time, and which are made a part of this conveyance, or which said Burial Park may hereafter make in conformity with the laws of the State of Oklahoma.

The said grantor hereby covenants and agrees with the said grantee to set aside ten per cent of the consideration of this deed forever, in trust, and said grantor shall forever hereafter from the income of said sum, and from the income of other funds created from a definite part of the proceeds of lot sales, from time to time, apply the income from said amounts for the perpetual care and maintenance of said Rose Hill Burial Park.

Viz: To keep the sod in order and repair, and all places where the interments have been made in proper order to care for trees and shrubs, and keep all the monumental work in a vertical position as long as the same may last, and in the perpetual care and improvements of avenues, fences, buildings and grounds in general.

To have and to hold the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said Mrs. C. C. Callan, her heirs and assigns, forever; that I do hereby bind myself, my heirs, successors and assigns and legal representatives, to warrant and forever defend, all and singular, the said premises unto the said Mrs. C. C. Callan, her heirs and assigns, against every person whomsoever lawfully claiming or to claim, the same or any part thereof.

Witness my hand at Tulsa, Oklahoma, this 8th day of March, A.D. 1923.

John J. Harden.

The State of Oklahoma)
County of Tulsa) SS

Before me, the undersigned authority, a Notary Public, in and for Tulsa County, Oklahoma, on this day personally appeared John J. Harden, known to me to be the identical person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the purposes and considerations therein expressed.

Given under my hand and seal of office, this 8th day of March, A.D. 1923.

(SEAL) Nettie A. Cline, Notary Public.

Tulsa County, Oklahoma.

My commission expires September 19th, 1925.

Filed for record in Tulsa County, Okla. on March 16, 1923, at 3:20 P.M. and duly recorded in book 445, page 225, By Brady Brown, Deputy.

(SEAL) O.G. Weaver, County Clerk.

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COMPARED

OIL AND GAS LEASE.

Agreement, made and entered into the 4th day of January, 1923, by and between J. Allen Henderson and his wife Fanny Henderson, of Tulsa County, hereinafter called lessor (whether one or more) and J. C. Tuten, hereinafter called lessee:

Witnesseth: That the said lessor, for and in consideration of one dollars cash in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on part of lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto the said lessee for the sole and only purpose of mining and operating for oil and gas and of laying pipe lines, and of building tanks, powers, stations and structures thereon to produce, save and take care of said products, all that certain tract of land situate in the County of Tulsa, State of Okla., described as follows, to-wit: The north half of the northeast quarter (NE1/4) of the southwest quarter (SW1/4)