

property herein described and enforced in manner and form by law provided, however, that the actual cost of that part of portion of such sewer constructed, connected and used, as herein provided, which shall be upon the public property of the City of Tulsa or upon the public highways of the County of Tulsa, within the limits by law provided, at the time such sewer district is created, shall be a credit on said assessment in the sum of five and (5.00) dollars, to be paid by the said City of Tulsa to the fee owner of such property at the time such assessment is levied and charged against said property.

It is agreed and understood that the said City of Tulsa, by its agents and employees shall have a right of way and easement over, and-a, into and upon the property herein described for the purpose of constructing, repairing, maintaining, supervising and operating the sewer or sewers herein provided for, and the said second part to hereby waive any damage or claim of damage by reason of the construction, operation, repair, maintenance and supervision of such sewer of the said City of Tulsa, its agents, contractors or employees.

It is agreed and understood that this contract shall be filed of record in the office of the Register of Deeds as against said property for the uses and purposes therein provided.

In witness whereof, we have hereunto set our hands this 23 day of Feb. 1924.

City of Tulsa,

By H. H. Newblock, Mayor.

Attest: Roy Garbett, City Auditor.

W. M. Lewis, Part of the second part.

Approved this 28 day of Feb. 1924,

I. J. Underwood, City Attorney,

Filed for record in the office of the Register of Deeds, Tulsa County, Oklahoma, this \_\_\_\_ day of \_\_\_\_ 19\_\_.

Before me, a Notary Public, in and for the above named county and state, on this 21 day of Feb. 1924, personally appeared W. M. Lewis, 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 therein set forth.

Witness my signature and official seal the day and year last above written.

(SEAL) W. L. Freeman, Notary Public.

My commission expires Jan. 1, 1927.

Filed City of Tulsa, Feb. 21, 1924, at \_\_\_\_ Roy Garbett, City Auditor.

Filed for record in Tulsa County, Okla. on March 4, 1924, at 2:20 P.M. recorded in book 448, page 191, Brady Brown, Deputy,

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

252784 - BH

OKLAHOMA MORTGAGE.

This indenture, made the fifth day of March, in the year one thousand nine hundred and twenty four (1924) between Carrie E. Runge and Rose C. Runge, single, hereinafter called-  
PARTIES: -the mortgagor and the Mager-Swan Mortgage Company, a body corporate organized under the laws of the State of Oklahoma, hereinafter called <sup>the</sup> mortgagee.

Witnesseth, that the said mortgagor in consideration of the sum of fifteen hundred and no/100 dollars, to them paid by the said mortgagee, do hereby grant, bargain, sell and convey to the said mortgagee, its successors and assigns forever, the following