

450

and legal representatives, to warrant and forever defend, all and singular, the said premises unto the said Mrs. F. J. Fink 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 13th day of April A. D. 1923.

John J. Harden

THE STATE OF OKLAHOMA )  
COUNTY OF TULSA )

COMPARED

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 13th day of April A. D. 1923.

My commission expires September 19th, 1925 (SEAL) Nettie A. Cline, Notary Public  
Tulsa County, Oklahoma,

Filed for record in Tulsa County, Tulsa Oklahoma, May 9, 1923 at 3:10 o'clock P. M. in  
Book 450, page 356

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

230021 C. J.

C O N T R A C T

COMPARED

THIS AGREEMENT made and entered into this 8th day of May, 1923, by and between G. F. Frailey and Maggie Frailey, his wife, parties of the first part, and Oklahoma Producing and Refining Corporation of America, a corporation, party of the second part, WITNESSETH:

THAT WHEREAS, the parties of the first part are the owners of certain lands in Tulsa County, Oklahoma, described as follows, to-wit:

Southeast Quarter of Section 13, Township 18 North, Range 12 East,

WHEREAS, Second party desires to use a portion of the surface of said lands for a pump station site.

NOW, THEREFORE, C. F. Frailey and Maggie Frailey, his wife, hereby lease and let unto the second party, Oklahoma Producing and Refining Corporation of America, that portion of the above described lands for a water station site, described as follows, to-wit:

Beginning at the Southwest corner of the Southeast quarter of 13-18-12, Tulsa County, Oklahoma, and running thence north 200 feet; thence east 200 feet; thence south 200 feet; thence west 200 feet to place of beginning.

Second party agrees to pay first parties for the use of said pump station site and water obtained therefrom the sum of Eleven Hundred and Twenty-five (\$1125.00) Dollars, which consideration shall be in full for said station site and water for a period of ten (10) years from this date.

It is further understood and agreed that first parties shall have the right to use free of cost sufficient water for domestic purposes and for watering of stock. It being specifically understood and agreed that this is a personal privilege granted to first parties and first parties agree to prevent any waste of such water.

Second party agrees to lay a line from its said pump site to a point in the road in front of the dwelling house of first parties and install connections and stop cock at such point, and first parties agree to make their own connections with said line of second party.

This contract shall be binding upon the heirs, successors or assigns of the parties hereto.

WITNESS OUR HANDS this 8th day of May, 1923.

Maggie Frailey  
C. F. Frailey

First Parties.