

portion thereof which was never improved and which affiant is informed and therefor alleges the facts to be was transferred to F. V. Wilder, a single man, and that thereafter the property was deeded by F. V. Wilder, a single man to the Terrace Drive Company, which was filed of record in Book 357, Page 534 on the 1st day of December, 1921. That thereafter the said property was transferred to Marie Downing by the said Terrace Drive Company and that she is now the lawful holder and owner thereof.

This is all that this affiant known about the transaction, he being asked to give *what* information he could concerning the organization of the said partnership which was organized for the purpose of improving said property. Affiant further says that soon after the death of Adam Szubertowicz, Anthony Lucas and Bela Bogyo, the survivors, sold out their interests in Tulsa county and went back to Indiana, and since the said time this affiant says so far as he known they have not returned, and are not now engaged in business here, and further affiant saith not.

E.K. Robinett

Subscribed and sworn to before me, this 27th day of November A.D.1923.

My commission expires: Nov. 29, 1923. (Seal) Charlotte F. Basse, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, Nov. 27, 1923, at 1:00 o'clock P.M. and recorded in Book 479, Page 493.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.

245463 C.M.J.

CONTRACT.

CONTRACT.

COMPARED

THIS AGREEMENT, made and entered into this 29th day of October, 1923, by and between Frank J. Tarr, of Tulsa, Oklahoma, as first party and Arthur G. Burleson of Tulsa, Oklahoma, as second party.

WITNESSETH: That, whereas, the said first party is the inventor of a certain "Testing Device" or "Oil Thief" and the owner of Letters Patent No. 1336250 issued by and from the Patent Office of the United States of America, and of record in said office, which said "device" *is more* particularly described in the specifications filed with and as a part of the application of said Frank J. Tarr and one Henry E. McCoy for letters patent for and on said device to-wit: said Letters Patent no 1336250; and

WHEREAS the interest, right, title and ownership of the said Henry E. McCoy has been duly sold, assigned, and transferred to the said Frank J. Tarr, the first party hereto, who is now the owner of said letters patent wholly in his own right; and

WHEREAS the said first party is desirous of procuring the manufacture, sale, and exploitation of the said device in and throughout the United States of America and the territories thereof;

Now, therefore, in consideration of and for the promises and agreements of the second party hereinafter set out, and of the covenants herein contained and the obligations assumed by said second party, the said first party has sold, transferred, assigned and set over to the second party a one-half ($\frac{1}{2}$) interest right, title, and ownership, in and to the said letters patent and all rights, privileges, equities, and uses growing out of said letters patent and which are, have, or maybe vested in the said first party by virtue of said letters patent; and the said first party promises and agrees in order to further evidence such assignment and to protect first party in all his rights under such assignment and sale, to make, execute and deliver to the said second party, in writing, in addition to the assignment herein acknowledged, a further assignment in such form and detail and duly acknowledged, as may be filed in and recognized by the United States Government and the officials in the said Patent Office of said Government.