

270987-CW.

THIS INDENTURE, Made this 24th day of October, 1923, by and between Chas. Page, party of the first part, and the City of Tulsa, a Municipal Corporation, in the State of Oklahoma, party of the second part, WITNESSETH:

That in consideration of the sum of Two Thousand (\$2,000.) Dollars paid by said party of the second part to party of the first part, the receipt whereof is hereby acknowledged, and party of the first part does hereby give and grant to the party of the second part right of way and easement in and over the following described real estate and premises situate in Tulsa County, State of Oklahoma, to-wit: Beginning at the Southwest corner of lot 2, block 97, original townsite of the City of Tulsa, Tulsa County, Oklahoma thence North along the West line of said lot, a distance of fifty-six (56) feet; thence Northeasterly along a straight line to a point on the North line of and twenty and one-tenth (20.1) feet Northeasterly from the Northwest corner of said lot; thence Northeasterly along the North line of said Lot, a distance of one hundred and six and two-tenths (106.2) feet; thence Southwesterly along a straight line to a point on the South line of said lot; thence South westerly along the South line of said lot, a distance of fifty-four and three tenths (54.3) feet to the point of beginning. Blue print of which is attached hereto.

For said party of the second part to construct, maintain and operate a free public highway for the use of heavy traffic such as trucks, gasoline motor driven vehicles, automobiles, horses, wagons, carriages and pedestrians as long as said real estate and premises, above described, shall be used by the party of the second part for said purposes, and no longer.

Party of the second part, by accepting this grant, agrees to pay or save party of the first part from the payment of any taxes or assessments assessed by public authority on the real estate and premises hereinabove described, and further agrees to save party of the first part free and clear and to indemnify party of the first part against all claims for damages in any manner arising on account of and use by said party of the second part of said real estate and premises, above described, for a highway.

Party of the second part, by accepting this grant, agrees that it will not sell or assign said easement without the written consent of party of the first part, his heirs, successors and assigns.

Party of the first part does hereby warrant that he is the owner of the above described property and promises and agrees to defend all rights hereby conveyed to party of the second part against every person setting up any claim to said property contrary to the rights conveyed to the party of the second part by party of the first part.

Party of the first part hereby covenants to the party of the second part that the real estate and premises, above described, is not his homestead, nor any part thereof, and that same has never been used or claimed as a homestead by himself or his family.

SIGNED AND DELIVERED this 24 day of October, 1923.

STATE OF OKLAHOMA,
TULSA COUNTY.

SS.

Chas. Page.

Before me, a Notary Public in and for said County and State, on this 24 day of October, 1923, personally appeared Chas. Page, 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 hand and notarial seal the day and year above written.

My commission expires Aug. 10, 1926.

(Seal) J. Caskie Scott, Notary Public.

Filed for record in Tulsa County, Tulsa, Oklahoma, on Oct. 31, 1924 at 3:40 P. M. o'clock
recorded in book 499, page 66.

(Seal) O. G. Weaver County Clerk.

By *Ernest Brown*, Deputy
City of Tulsa, filed Oct. 27, 1923, 9:00 A.M. *Reg. Marshall City Auditor By R.*

499
COMPARED BY
PS and JH