

ACKNOWLEDGEMENT.

STATE OF OKLAHOMA,)
MUSKOGEE COUNTY.) SS.

BEFORE ME, the undersigned Notary Public, in and for said County and State, on this 17th, day of July 1909, personally appeared N. C. Glascock, a single woman, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year above written.

E. B. Harris, Notary Public.

(SEAL) My commission expires May 15th, 1911.

Filed for record at Tulsa, Okla., Aug. 26, 1909, at 10.30 o'clock A. M.

H. C. Walkley, Register of Deeds (SEAL)

AGREEMENT.

Tulsa - C-53

THIS AGREEMENT, Made and entered into, this 27th, day of August 1909, by and between M. E. Frakes, of Turley, Oklahoma, party of the first part, and Thomas White, of Tulsa, Oklahoma, party of the second part:

WITNESSETH: THAT WHEREAS the said M. E. Frakes is the owner of an agricultural lease expiring January 1st, 1910, and in possession of the following described tract of land, to-wit:

The W/2 of NE/4 of SE/4 and E/2 of NW/4 of SE/4 and SW/4 of NE/4 of SE/4 of Section 13, Township 20 North, Range 12 East; known as the William O. Jordan Allotment, and the NW/4 of NW/4 of SE/4 and the E/2 of NE/4 of SW/4 and NW/4 of NE/4 of SW/4 and NE/4 of NW/4 of SW/4 of Section 13, Township 20 North, Range 12 East, known as the Ruth M. Jordan Allotment.

And Whereas, there is a creek flowing across said land, being known as Flat Rock Creek:

Now, Therefore, in consideration of the sum of Two Hundred (\$200.00) Dollars, paid to the first party by second party, receipt whereof is hereby acknowledged, the party of the first part has given, granted, let and leased, and by these presents does give, grant/ let and lease and sold to second party herein, the exclusive right and privilege of taking and using water from said creek, and the right to sell and dispose of any part thereof, with the right to lay and operate pipe lines over and across said land, with the right to ingress and egress in and over said land, together with the right to locate and operate a pump station thereon. This right extends to the first day of January 1910. It being understood that second party is to take water from said creek at points between the north line of said tract of land to what is known as the first party's lower ford.

It is understood that the second party is to have a pump site on said land, and to lay all pipe lines in such manner that the first party will not be damaged thereby.

The terms of this agreement extend to and bind the heirs, executors, administrators and assigns of the parties hereto. Dated this 27th, day of August 1909.

M. E. Frakes

Thos. White.