

of said court at Tulsa, Oklahoma, this 19th day Jan, 1911.

(SEAL)

G. W. Davis, clerk county court.

Filed for record at Tulsa, Okla., Jan 19, 1911, at 2:25 P. M.

H. C. Walkley, register of deeds. (SEAL)

COMPARED

RENTAL CONTRACT.

This contract made and entered into this 18th day of January, A. D. 1911, by and between Ethel Davis of Tulsa, Okla. Party of the first Part, and Mack McCoy, of Tulsa, Oklahoma, Part of the second Part.

Witnesseth, that for and in consideration of the covenant and agreements hereinafter made by Party of the second Part the Party of the first Part this day and by these presents do demise and let to the Party of the second Part, his heirs and assigns, for water Privileges only for the term of five years from the 1st day of January, A. D. 1911, the following described well of water, that certain water ^{well} ~~well~~ now being used by Party of the second Part, said water well being, located in the extreme southwest corner of what was formerly known as the allotment of Tom Coney, and has the right of ingress and egress but shall not cover over one acre of land.

It is understood and agreed that the Party of the second Part, shall pay to the Party of the first Part a rental of \$75.00 Per annum during the term of this contract, Payable as follows: \$75.00 on the execution of this lease, \$75.00 on January 1st, 1912, \$75.00 on January 1st 1913, \$75.00 on January 1st 1914, \$75.00 on January 1st 1915

This contract is made subject to a certain stipulation and agreement of even date and is a Part of this contract.

It is further agreed that the Party of the second Part may assign this lease to any responsible Party.

It is further agreed that all such improvements made for water purposes aforesaid shall remain and be the property of the Party of the second Part, and should the Party of the second Part be deprived of said water Privilege or any Part thereof before the expiration of this contract, then and in either event he shall have the Privilege of removing said structures and improvements or disposing of them as he may see fit, but if he shall be Permitted to have the use of the premises for the full Period Provided herein and this contract shall have been fully completed in conformity with the terms herein expressed then said structures and other improvements shall be turned over and delivered to the Party of the first Part in good condition and repair, less ordinary wear and tear.

It is further agreed that this contract and its stipulations, shall be binding upon our respective heirs and legal representatives.

In witness whereof the Parties have signed this contract the day and year above written Witnessed by

Ethel Davis
Per Saml G. Davis, Party of 1st Part
Mack McCoy
Party of second Part.

State of Oklahoma, Tulsa county, SS.

Before me, Reuben L. Partridge, a notary Public, and for said county and state, on this 19th day of January, 1911, Personally appeared Samuel C. Davis for Ethel Davis, 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.

(SEAL)

Reuben L. Partridge, notary public.

My commission expires 3-28-1914.

Filed for record at Tulsa, Okla., Jan 19, 1911, at 4:00 P. M.

H. C. Walkley, Reg. of Deeds (Seal)