one, and the two so chosen shall select a third, and they three shall decide the actual cost of the said wall.

It is further agreed and understood that said party of the second part is to build a party wall between said lots thirteen (13) and fourteen (14), to be used in the construction of said three story building on said lot fourteen (14), to be used in the construction of said three story building on said lot fourteen (14), from the second story of the building now on lot thirteen (13), up as far as necessary in the construction of said three story building. In other words, said party of the second part is hereby granted the right to run the north line of the wall of the building on said lot thirteen (13) on up to a sufficient height to support the three story to be built on said lot fourteen (14), said wall running from a point above main street, back in an easterly direction to a distance of fifty-six (56) feet, and that in the erection and construction of said wall same is to be built upon the same conditions and for the same purposes in every way, and be said for, as the wall above described and set out.

This contract shall be binding upon the heirs executors, administrators, assigns or grantees of the parties hereto.

In Witness Whereof, we, the party of the first part and the party of the second part, have hereto signed our names in duplicate, on this, the 25th day of April, 1907.

Juanita Hall Scott,
Party of the First Part.

United states of America,
Indian Territory,
Western District, ss.

W. H. Bagwell,
Party of the Second Part.

Be it Remembered, that on this, the 25th day of April, 1907, personally appeared before me, a Notary Public, within and for said Territory and District, Juanita Hall Scott, personally well known to me as one of the parties hereto, who acknowledged that she executed the foregoing instrument freely and voluntarily, and for the purposes and considerations therein mentioned and set forth, and I do hereby so certify.

(seal) Tulsa, Ind. Ter.

Sam'l P. McBirney,
Notary Public.

My commission will expire June 11-1910.