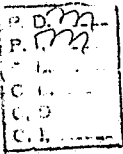


No. 4055.

RECORDED



Mary R. Neal,
To

Partition Wall Contract,

Geraneta Hall Scott.

This agreement, made and entered into, this the 13 day of December, A.D. 1905, by and between Mary R. Neal, Fannie Rice of Shawnee, U. S. of Stroud, Oklahoma, parties of the first part, and Geraneta Hall Scott, of Tulsa, Indian Territory party of the second part,

Witnesseth, that, whereas the said parties of the first part are the owners of lot fourteen in block eighty nine, in the City of Tulsa, Indian Territory, and the said party of the second part is the owner of lot thirteen in said block eighty nine, in said City of Tulsa; and whereas the said party of the second part is about to commence the erection of a two story brick business block on said lot 13, which joins said lot fourteen on the South; and whereas it is mutually desired by the parties hereto, that the north wall of said brick building shall be a party wall and shall be used and owned in common by the parties hereto,

Therefore, in consideration of the sum of one dollar, in hand paid by the said party of the second part to said parties of the first part and in consideration of the performance of the agreement as hereinafter set out, on the part of each party hereto to be performed; the said parties of the first part do hereby grant to the use of the said party of the second part, for the purposes hereinafter set out, only, and under the conditions expressed below, a portion of said lot 14, being a strip of ground, rectangular in shape, having a width of nine inches and a depth of one hundred forty feet, fronting on Main street in said City of Tulsa, more particularly described as follows:

Commencing at a point in the southwest corner of said lot 14, running thence along the West lot line of said lot 14, a distance of nine inches (9 in.), in a Northerly direction; thence in an Easterly direction and parallel to the South lot line of said lot 14, to a point on the East lot line of said lot 14, a distance of nine inches (9 in.); thence along the South lot line of said lot 14, to place of beginning.

Said party of the second part hereby agrees to erect upon said strip of ground, above described, and on an equal amount