

## SUPPLEMENTAL CONTRACT.

THIS AGREEMENT, Made and entered into this Sixth day of August, 1907, by and between A. F. Ault and J. D. Hagler, parties of the first part, and Andrew J. Kinsley, party of the second part, WITNESSETH:

THAT, WHEREAS, the said second party has this day purchased of said first parties the West twenty five feet of the East sixty five feet of Lot Numbered Eight in Block Numbered One Hundred Six in Tulsa, I. T. allowing for the deviation of the Townsite from the true meridian it is understood and agreed:

FIRST: That said second party shall have an undivided one-half interest in and to the party wall erected centering on the West Line of said tract of ground, and he shall have the right to use said wall and build thereon in any manner which will not interfere with the rights of the party owning the other interest in said Party Wall.

SECOND: Said second party shall erect a Party Wall centering on the East Line of said tract of ground above described, said wall to be of first class construction and to extend a depth into ground of not less than two feet for the South forty two feet and not less than eight feet for the North forty eight feet of said wall and same to be finished smooth on both sides. The foundation of said wall shall be 36" wide and 90' in length, the stone wall thereon shall be of a similar length and 22" wide: the brick wall erected thereon to be 17" wide to second story and 13" thereafter. It is further agreed and understood that in case said second party shall build more than one story wall on said South Forty-two feet, then the said first parties or their assigns shall be entitled to use same only upon payment of one half of the value of said excess or the one-half part of the cost of duplicating such excess, at the time of purchase. But it is further agreed and understood that in case said second party shall not make any part of said wall more than two stories high then no charge shall be made for the use of the two story wall on the south forty two feet.

THIRD: The said second party shall have the right to build a sanitary or storm sewer upon the south ten feet of the east sixty-five feet of said lot eight, connecting with the sewer in the alley and the said parties of the first part and the said second party shall bear their pro rata share of the cost of same.

This contract is made in duplicate.

IN TESTIMONY WHEREOF, we, have hereunto set our hands and seals, this sixth day of August 1907.

A. F. Ault & J. D. Hagler, by A. F. Ault (SEAL)

A. J. Kinsley (SEAL)

INDIAN TERRITORY WESTERN DISTRICT ) SS.

Be it remembered, That on this day came before me, the undersigned, a Notary Public in and for said Territory and District, duly commissioned and acting, the above named A. F. Ault and Andrew J. Kinsley, to me personally known to be the persons, who executed the foregoing instrument and acknowledged the execution thereof to be their own act and deed, for the purposes and consideration therein contained and set forth.

WITNESS my hand and seal as such Notary Public, this sixth day of August, 1907.

F. M. Rotolf, Notary Public.

(SEAL) My commission expires April 11th, 1909.

Filed for record Dec. 14, 1908 at 3. 35 P. M.

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