

State of Oklahoma)
Muskogee County) SS

Before me, W.F.Moffatt Notary Public of this 3rd day of July 1908, personally appeared Sarah E Blakemore and who are to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and notarial seal the day and year last above written.

My commission expires Aug 27 1911.

W.F.Moffatt
Notary Public.
Muskogee Okla.

Filed for record Jul 6 1908 at 8 A.M. H.C.Walkley Reg of Deeds (SEAL) la.

COMPARED PARTY WALL CONTRACT.

This agreement made and entered into on this 27 day of June 1908 by and between M Mc Kenna and A.J.Burkes and A.N.Smith witnesseth :-

That the said M Mc Kenna is the owner and in possession of lot No 5 in Block No 43 in the incorporated town of Broken Arrow, Okla.

That the said A.N.Smith and A.J.Burkes is the owner and in possession of Lot No 6 in Block No 43 in the incorporated town of Broken Arrow and adjoining the property of the said M Mc Kenna as above described.

That the said M McKenna is about to erect on his own premises aforesaid and along the division line of the above mentioned lots a brick building Eighty feet in length one stories high and beginning at the West end of said lot. The center of said wall to be on the division line of said lots.

That the said A.N.Smith and A.J. Burkes and their legal representatives or assigns, shall at all times hereafter have the full liberty, right and privilege of joining to said South wall, above and below the surface of the ground and along the whole or any part of the length of said wall and building which they or their legal representatives or assigns may see fit or have occasion to erect, and for said purpose to sink joists into said wall four inches in depth, but no further, and to use and enjoy said wall, or any part thereof as well as all buildings by them erected.

Provided however that before proceedings to join any other building to said wall, and before making any use thereof, or breaking into the same, said A.N.Smith and A.J.Burkes their legal representatives or assigns, shall pay, or secure to be paid, to said, M McKenna or his legal representatives, or assigns Two Hundred Twenty Five Dollars, or at the rate of Two and 81/100 Dollars per linear foot for the actual amount of wall used.

Witness our hand and seal the day above mentioned.

Smith & Burks

By A.N.Smith

M. McKenna

State of Oklahoma)
Tulsa County) SS

Before me, F.S.Hurd a Notary Public within and for said County and State on this 3rd day of July 1908 personally appeared A.N.Smith and M McKenna to me known to be the identical persons who executed the within and foregoing instrument