

COMPARED

In reply please refer
to the following .
Lease
3652 .

DEPARTMENT OF THE INTERIOR
United States Indian Service
Union Agency .

Muskogee, Ind. T January 24 1907

Horra N Morris

Tulsa Indian Territory

Madam :

You are advised that under date of January 8 1907 the Department disapproved an oil and gas mining lease executed by Horra N Morris in favor of William A Aggers for the following reasons :

Lessee failed to complete same .

Final disposition having been made of this lease, the lessor now at liberty, if such action has not already been taken, to lease this land to other parties, subject to existing law and the regulations thereunder .

Dissapproved leases and accompanying papers are retained in the files of the office of the Commissioner of Indian Affairs .

Very respectfully,

Dana H Kelsey
United States Indian Agent .

Form 56
MLG

Filed for record Jul 27 1908 at 12 M H.C.Walkley Reg of Deeds . (SEAL)

Agreement

THIS AGREEMENT made and entered into this 20 day of July 1908 by and between L.D.Marr and Emily Marr his wife and L.D.Marr Jr, and Emma C Marr his wife, all parties of the first part , and R. K.Parkhurst, of Fairfield Illinois, and Inez E Parkhurst Fairfield , his wife , parties of the second part, WITNESSETH:-

That, whereas, parties of the first part are constructing a certain building upon lot Three (3) in Block Forty (40) of the City of Tulsa, Tulsa County Oklahoma, and it is desirable for the convenience of each said parties that the wall of said building at the lot line between lots three and two in said Block be made a party wall :-

Now, therefore it is agreed that the said parties of the first part shall construct the wall of their building on the lot line between said lots two and three and so that one half the said wall shall be on each of said lots, and extending back from the front of said lots along the line between said lots for a distance of One Hundred (100) feet; that said wall shall be two stories high, with a substantial thirty-six (36) inch concrete footing and twenty-four (24) inch stone basement, and to about the height of the first story seventeen inches (17) brick wide, the remainder of the wall to the top thereof approximately thirteen inch (13) brick wide; that said wall shall be constructed according to the plans and specifications adopted for the construction of the said building proposed to be built by first parties on said lot three; but along, on and across the lot line of the two lots as a party wall, the estimated cost of which said wall is approximately \$ 1350.00 but said sum is not to be taken as the exact cost thereof .

It is further agreed that after the construction of said wall the same shall be thereafter maintained as a party wall / and that within ten (10) days after the completion of said wall and upon presentation of a certificate of the architect or superintendent