

of the said building as to the cost thereof second parties will pay to first parties one-half the cost thereof, and thereafter shall be equal owners in said wall with first parties.

That all repairs on said wall shall be equally borne by the parties and second parties shall have the right to attach to said building and said wall upon their lot Two as fully as if they had constructed their half of said wall. Either party may extend said wall in any length or height as they may see fit, provided always that such extension or additions be so constructed as to be workmanlike and not calculated to *too high, too wide, or otherwise a bad architectural design* injure the original structure by being so as to make such wall unsafe or unsound, and the party not engaged in such addition to the wall or the extension thereof shall have the right to acquire a half interest therein and attach and join thereto upon paying one-half the cost thereof, the said cost to be determined and fixed within ten (10) days from its completion and certified by the architect or superintendent having charge of such addition or extension.

All the rights of said parties concerning the said wall shall be determined by the general law of party walls, except as herein specifically stated.

All the obligations of this contract shall be binding on all the heirs, successors and assigns of all the parties hereto.

Witness our hands the day and date first above written.

L.D. Marr

Emily Marr

L.D. Marr Jr

Emma C Marr

Parties of the first part.

K.K. Parkhurst

Inez Ellis Parkhurst

Parties of the second part.

State of Oklahoma )  
Tulsa County . ) SS

Before me, a Notary Public in and for said County and

State on this 20th day of July 1908 personally appeared L.D. Marr and Emily Marr his wife 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.

C.H. Vincent  
Notary Public

My commission expires Jan 21st 1912.

SEAL.

State of Oklahoma )  
Tulsa County . ) SS

Before me, a Notary Public in and for the said County

and State on this the 20th day of July 1908 personally appeared L.D. Marr Jr and Emma C Marr, his wife, 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.

SEAL. My commission expires Jan 21st 1912.

C.H. Vincent  
Notary Public

State of Illinois )  
Wayne County . ) SS  
Before me, a Notary Public in and for said County and State on this the 21st day of July 1908, personally appeared R.K. Parkhurst, and Inez Ellis Parkhurst, his wife, 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.

Arthur M Elliott  
Notary Public

SEAL. My commission expires June 1st 1909.

Filed for record Jul 27 1908 at 10:40 A.M. H.C. Walkley Reg of Deeds (SEAL)