

of 18 feet running Northerly and Southerly, and at the Southerly or rear end of said wall for a distance running Northerly and Southerly of 10 feet 6 inches to such a highth and of such dimensions as under the Ordinances of the City of Tulsa may be proper or required to support and accommodate two additional stories on the premises numbered 22-24 and also support and accommodate, if desired by the owners of the premises bearing the Number 20 a like number of stories, such wall likewise to be built and constructed entirely at the expense of said Second Parties.

IT IS FURTHER Contracted, covenanted and agreed that in the event at any time hereafter the Party of the First Part, his successors or assigns shall desire to utilize the said party wall he shall have the right so to do upon paying to the said Parties of the Second Part, their heirs, successors or assigns one-half of the actual or reasonable cost of strengthening and lengthening and raising or building in highth the said wall, or one-half of such cost or reasonable value.

IT IS FURTHER Mutually covenanted, understood and agreed that neither the First nor Second Parties nor the heirs, successors or assigns of said parties shall ever during the life of this Contract build on said wall, above the first story thereof and between the said points 18 feet Southerly from the Northerly end of said wall and 10 feet 6 inches Northerly of the Southerly end of said wall nor nearer than two feet 6 inches on and parallel to the respective outer edges on said wall between said points above mentioned, without the right, consent and agreement duly executed, as Deeds are required to be executed, by both of the contracting Parties hereto, their heirs, legal representatives or assigns.

IT IS FURTHER Agreed that the parties hereto, their heirs, legal representatives and assigns shall own and use said party wall for all proper purposes as long as the same shall stand; and they further mutually covenant and agree that if it shall hereafter become necessary to repair or re-build the whole or any portion of said party wall, the expenses thereof shall be borne equally by them, their heirs, legal representatives and assigns; and that whenever the said party wall or any portion thereof shall be re-built it shall be erected on the same spot where it now stands, be of the same or necessary size, or similar material and of like quality, unless otherwise agreed upon.

IT IS FURTHER AGREED that this Contract and Agreement shall be perpetual and at any time shall be construed as a covenant running with the land; but that no part of the fee or soil upon which the said wall stands shall pass to or become vested in either party to this agreement, their heirs, legal representatives or assigns, by virtue of these presents, other than the fee as the same now exists but the said fee and title shall be and run as the same now is, subject only to the rights passing under this party wall contract.

IN TESTIMONY WHEREOF witness our hands the day and year first above written.

N. A. Bliss

Party of the First Part.

R. Feldman

M. Feldman

Parties of the Second Part.

STATE OF OKLAHOMA, }
COUNTY OF TULSA, } SS.

Before me, L. W. Baxter, a duly qualified and acting Notary Public within and for said County and State on this 18th day of April, 1917, personally appeared N. A. Bliss, to me known to be the identical person who Executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My Commission expires, March 21, 1921

(SEAL)

L. W. Baxter, Notary Public