

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

J. E. Smith

State of Oklahoma, )  
County of Tulsa. ) ss.

BE IT REMEMBERED, That on this 18 day of Dec. in the year of our Lord one thousand nine hundred and Twenty Two before, a Notary Public in and for said county and state, personally appeared J. E. Smith 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.

In Witness Whereof, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

(Seal)

C. F. Monroy,

My commission expires Oct. 16, 1924.

Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, Dec. 19, 1922, at 11:15 o'clock A.M. and recorded in Book 426, Page 411.

By F. Delman, Deputy. (Seal)

O. D. Lewson, County Clerk.

216860 C.M.J.

CONTRACT AND EASEMENT.

COMPARED

THIS CONTRACT AND AGREEMENT, Made and entered into this 16<sup>th</sup> day of November, 1922, at Tulsa, Oklahoma, by and between T. E. Genet, party of the first part, and M. A. Younkman, party of the second part, WITNESSETH:

THAT, WHEREAS, First party is the owner of Lot Four (4) and Second party is the owner of Lot Five (5) of the following described premises;

Lots Four (4) and Five (5) in Block Seventeen (17) of the original town, now city, of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof, being adjoining lots,

and each party contemplates the erection of brick buildings on his separate lot adjoining the division line between said lots and desires an open air and light court between said buildings above the first story and back of the front rooms on the second story of said buildings to the rear thereof; and said first party has commenced the erection of a building on said Lot Four (4),

IT IS THEREFORE Agreed by and between the parties hereto that for and in consideration of the mutual covenants and agreements hereinafter contained and in further consideration of the sum of One Dollar, paid by second party to first party, receipt whereof is hereby acknowledged, first party does hereby and by these presents grant, bargain, sell and convey unto said party of the second part, his heirs and assigns and grantees of said Lot Five (5) as the owners thereof and to run therewith, an open air and light court easement of a space above the first story of said building being built thereon by first party, approximately Five (5) feet in width, on the West side of Lot Four (4) and adjoining the division line between said Lots Four (4) and Five (5) and running the entire length of said building and extending to the top thereof, except a distance of approximately 20 feet commencing on the front and South side thereof and extending North on the division line between said lots; and for and in consideration of the mutual covenants and agreements hereinafter and hereinbefore contained and in further consideration of the sum of One Dollar, paid by second party to first party, receipt whereof is hereby acknowledged, second party does by these presents grant, bargain, sell and convey unto said party of the first part, his heirs