

and assigns and his grantees of said lot Four (4) as the owners thereof and to run therewith, an open air and light court easement of a space, exactly opposite of and exactly equal in size to and exactly adjoining the easement above granted to second party, this easement to lie on the East side of said Lot Five (5) and adjoining the division line between said Lots Four (4) and Five (5), each of said easements to be definitely fixed in size and location by the open air and light court as it will exist in the building now being constructed by first party on Lot Four, when the same is completed.

TO HAVE AND TO HOLD THE SAME, together with all and singular the rights appertaining or belonging thereto, forever.

And said parties hereto, each for himself, his heirs and assigns, does hereby covenant, promise and agree to and with the other party, that at the delivery of these presents he is lawfully seized in his own right of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above described premises, as conveyed by him, and that the same are free, clear, discharged and unencumbered of and from all former grants, titles, charges, estates, judgments, taxes, assessments and incumbrances of what kind or nature soever; that he will forever keep the same unobstructed and free from obnoxious odors and from trash and debris; and that he will forever defend and warrant the easement conveyed by him to the other party, his heirs, assigns and grantees, against such warrantor, his heirs and assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

PARTY WALL CONTRACT.

For the same consideration, it is further agreed by and between the parties hereto that the west wall of said building being or to be constructed by first party on said lot Four (4) shall be a brick wall, Seventeen (17) inches thick, and shall be located on the division line between said Lots Four (4) and Five (5) in said block, with 8 $\frac{1}{2}$ inches thereof on Lot Four, above described, which shall belong to and be the sole property of party of the first part, and 8 $\frac{1}{2}$ inches thereon extending on Lot Five, above described, which shall belong to and be the sole property of party of the second part, except that first party retains and is granted a lien thereon and upon so much of said Lot Five as the same occupies for one-half of the cost of said wall, same to become due and payable at the time second party builds on said Lot Five (5) and attaches to said wall, PROVIDED ALWAYS, However, that each party shall keep his portion of said wall in repair and shall not destroy the same or remove the same, or permit the same or any part thereof to be destroyed or removed to the injury of the building of the other party, his heirs or assigns.

IN WITNESS WHEREOF, the said parties of the first and second part have hereunto set their hands the day and year first above written.

T. E. Genet,

Party of the First Part.

M. A. Younkman,

Party of the second part.

State of Oklahoma, Tulsa County, ss.

Before me, a Notary Public, in and for said County and State, on this 16 day of Dec. 1922, personally appeared T. E. Genet & M. A. Younkman 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.

(Seal)

J. J. Day, Notary Public.

My commission expires Apr. 2, 1925.