

omission or liability.

Witness our hands as such trustee, affixed this 18th day of December 1922.

Paul W. Smith

Paul W. Smith, Trustee TEXMEX
OIL COMPANY

State of California)
County of Los Angeles) ss.

Before me, the undersigned authority, a Notary Public in and for said state and County, on this day personally appeared Paul W. Smith, known to me to be the identical person who subscribed the foregoing instrument of writing and he acknowledged to me that he voluntarily executed the same as his voluntary act and deed for the uses and purposes therein expressed.

Witness my hand and official seal this 18th day of December, 1922.

My Commission Expires August 11, 1925 (SEAL) Burr A. Brown, Notary public
Filed for record in Tulsa County, Tulsa Oklahoma, Dec. 27, 1922 at 9:30 o'clock A. M.
in Book 450, page 578

By F. Delman, Deputy (SEAL) O. D. Lawson, County Clerk

217529 C.J. COMPARED

State of Oklahoma)
County of Tulsa) ss.

WHEREAS, the wall between Lot Three (3) in Block Eighty-eight (88) of the original town of Tulsa, Oklahoma, owned by Charles Kessler, and Lot Four (4) in said Block Eighty-eight (88), owned by R. W. Thomas, is by agreement between said parties a party wall, same being one (1) story high at this time, and,

WHEREAS, the said R. W. Thomas desires to build said wall, in the present thickness of the first story, to-wit, twelve (12) inches, to the height sufficient for a second story to his building on said Lot Four (4);

NOW, therefore, in consideration of One (\$1.00) dollar in hand paid, the receipt whereof is hereby acknowledged, and in the further consideration that the said Charles Kessler shall own a one-half interest in the entire wall, and shall have the right without cost to him, his heirs or assigns, of joining to said wall and erecting a second story to his present building on Lot Three (3), using said party wall; but provided, that in the erection of said wall no damage of any kind be done to the building of said Kessler, and further provided, that if it becomes necessary to injure any part of the roof or building of said Charles Kessler in tearing down the fire wall or continuing the party wall for said second story, that all damage occasioned thereby to the building of said Charles Kessler shall be at once fully repaired so that the building of said Charles Kessler shall be placed back in as good condition as it is now, and that during the time said addition is being made, the building of said Charles Kessler shall be fully protected from rain or other causes which might injure said building or the stock of goods contained therein; the said Charles Kessler does, by these presents, give, grant and convey unto the said R. W. Thomas, his heirs and assigns, the right and privilege of extending said wall to such height as is necessary and proper for second story to said building now erected on Lot Four (4);

TO HAVE and to hold same unto the said R. W. Thomas, his heirs and assigns.

IN WITNESS WHEREOF, said Charles Kessler and said R. W. Thomas have hereunto set their hands, this 26th day of December, 1922.

Charles Kessler

R. W. Thomas