

Lot seven (7) in Broadmoor Heights addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof, given to secure the payment of nine thousand and no/100 dollars and the interest thereon, and duly filed for record in the office of the Register of Deeds of Tulsa County, Oklahoma, file number - - - and recorded in book - - - on page - - - on the - - - of December, 1922 together with notes of debt and claim secured by said mortgage, as specified above, and the covenants contained in said mortgage.

In witness whereof, I have here unto set my hand and affixed my seal the day and year first above written.

J. D. Simmons.

State of Oklahoma)
County of Tulsa) SS

Be it remembered, that on this 15th day of December, in the year of our Lord one thousand nine hundred and twenty two, before me, a Notary Public, in and for said county and State, personally appeared J. D. Simmons, 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.

My commission expires Oct. 31, 1923.

(SEAL) Caroline Baker, Notary Public.

Filed for record in Tulsa County, Okla. on Dec. 16, 1922, at 9:45 A.M. and duly recorded in book 431, page 602, By F. Delman, Deputy, (SEAL) O.D. Lawson, County Clerk.

COMPARED

216638 - BH

**PARTY
WALL CONTRACT.**

This agreement made and entered into on this 14th day of December, 1922, by and between Lorena Kubatzky and O. Kubatzky, her husband, parties of the first part, and Tulsa Realty Investment Company, a corporation, party of the second part.

Witnesseth: That whereas the ^{said} first parties are the owners of lots one and two, Broadmore Heights addition to the City of Tulsa, Oklahoma, and the said party is the owner of lot three in Broadmore Heights addition to the City of Tulsa, Oklahoma, immediately adjoining lot two on the east side, on which said lot two the said first parties are erecting a brick building; and

Whereas, it is agreed between the parties hereto that the said second party, its successors and assigns, may make use of the wall of the said first parties immediately adjoining, as a party wall, upon the terms and considerations hereinafter mentioned, the wall so to be used standing entirely upon the lot first parties.

The parties of the first part, in consideration of the execution and delivery by second party to them of a warranty deed conveying to said first parties the following described land, to-wit:

Beginning at the northwest corner of lot three of Broadmore Heights addition to the city of Tulsa, Oklahoma, running thence east along the north line of said lot a distance of twenty four feet to a point, thence south, parallel with the west line of said lot three, a distance of fifty four feet to a point, thence west, parallel the north line of said lot, a distance of twenty four feet to the west line of said lot three, thence north along the west line of said lot three, a distance of fifty four feet to the point of beginning.

As a further consideration for the execution and delivery of said deed by