

second party to first parties, the said first parties agree to and do hereby grant unto said second party its successors and assigns, its tenants and to all persons whomsoever desiring to use same, a perpetual way or passage, same being described as follows.

Beginning at a point sixty three feet north of the southwest corner of lot one, Broadmore Heights addition running thence east a distance of one hundred feet thence north a distance of ten feet, thence west a distance of one hundred feet, thence south a distance of ten feet to the place of beginning, said passage way being ten feet in width and one hundred feet in depth, running east from S. Peoria Avenue. And as a further consideration for the use of said passage way, the said second party hereby gives and grants to said first parties, their heirs and assigns, tenants and employees and such other persons desiring to use same the perpetual use and way over and across a strip of land ten feet in width and twenty four feet in depth directly east of said strip granted to second party for the use of a perpetual passage, said strip being an extension of the one hundred strip last above described.

The said first parties agree that said brick wall shall also be erected on the east side of said tract of land, being fifty four feet by twenty four feet in width hereby agreed to be conveyed by second party to first parties; that said brick wall so to be erected and constructed on said land and property last above described shall also be of the same width and thickness as that erected on the east line of lot two, Broadmore Heights addition to the City of Tulsa, Oklahoma: that both of said brick walls shall be twelve inches thick, that said second party shall have the right to use said wall to the heights same shall be erected by said first parties, and the said first parties hereby grant and convey to second party, its successors and assigns, the right to use both of said brick walls as a party wall in the erection of its building or buildings upon said lot three of said Broadmore Heights addition to the City of Tulsa, Oklahoma; and for that purpose to insert beam openings for said building or buildings into said walls to the extent of four inches, ^{and} to insert chimney backs herein to the extent of - - - inches and to insert or tie the courses of the front and rear walls into said party wall as may be necessary, and the said first parties further agree to keep and maintain said party walls so long as same shall stand; that same shall be kept in repair or rebuilt in part or in whole by the party of the first part.

This agreement shall be perpetual, and shall at all times be construed as a covenant running with the land; but no part of the fee of the soil upon which the wall of said first parties stands or is to stand shall pass or be vested in the said second party, its successors or assigns, by virtue of these presents.

Witness the hands of the parties hereto the day and year above written.

Lorena Kubatzky,
O. Kubatzky,

(Corp. Seal) Tulsa Realty Investment Company,

By Dr. T.A. Penny, President.

Attest: Forest C. Welch, Secretary.

State of Oklahoma)
Tulsa County) SS

Before me, the undersigned, a Notary Public in and for said county and state on this 14th day of December, 1922, personally appeared Lorena Kubatzky and O. Kubatzky, her husband to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the use and purposes therein set forth.

My commission expires June 15th, 1926.

(SEAL) Guy W. Settle, Notary Public.

Filed for record in Tulsa County, Okla. on Dec. 16, 1922, at 10:25 A.M. and duly recorded in book 431, page 603, By F. Delman, Deputy, (SEAL) O.D. Lawson, County Clerk.