

COMPARED

six (46) of the original townsite to Tulsa, Oklahoma, immediately adjoining the said lot of Lula Williams on the South side, on which is erected a brick house on the said lot, and the said A. F. Bryant contemplates building on his said lot immediately adjoining said lot on the North, a brick house; and whereas, it has been agreed between them, that the said A. F. Bryant, in erecting his house, may make use of the wall of the said Lula Williams immediately adjoining, as a party wall, upon the terms and conditions and consideration hereinafter mentioned, the wall so to be used standing entirely upon the lot of said Lula Williams.

The party of the first part, in consideration of the sum of one (\$1.00) and other good and valuable consideration, cash in hand paid to them, by A. F. Bryant, shall immediately build a good and sufficient brick house, on his lot immediately adjoining the North wall of the lot of the party of the first part, attaching the same to the said wall on the lot of the said party of the first part, the said wall being 37 feet and 7 inches long and thirteen inches thick and One story or 16 ft. high above the side walk; and the party of the first part hereby grants and conveys to said second party the right to use said wall as a party wall, in the rection of a building upon the said lot, and for that purpose to insert beams for said building into said wall to the extent of -- inches, to insert chimney backs herein to the extent of 6 inches, and to insert or tie the courses of the front and rear walls into said party wall as may be necessary, and to keep and maintain such use of said party wall as long as the same shall stand, And the parties mutually covenant and agree, that if it shall hereafter become necessary to repair or rebuild the whole, or any portion of the said party wall, the expenses thereof shall be borne equally between them, their heirs and assigns; and that whenever the said party wall, or any portion thereof, shall be rebuilt, it shall be erected on the same spot where it now stands, of the same size, of same or similar materials, and like quality, unless otherwise agreed by the mutual consent of the parties hereto, their heirs and assigns. This agreement shall be perpetual, and shall at all times be construed as a covenant with the land; but no part of the fee of the soil upon which the wall of said Lula Williams, above described, is to stand, shall pass to or be vested in the said A. F. Bryant, his heirs or assigns, by virtue of these presents.

Witness our hand and seals the day and year first above written.

Lula Williams
Party of the first part
J. W. William,
husband of the said Lula William
A. F. Bryant,
Party of the second part.

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

Before me, a Notary Public in and for the County of Tulsa, and state of Oklahoma, on this 21st day of April, 1923, Lula Williams and A. F. Bryant, personally appeared, and 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 voluntary acts and deed for the uses and purposes therein set forth. In witness whereof I have hereunto set my hand and official seal the day and year last above written.

My commission expires Sept. 8, 1923. (Seal) J. E. Hardy, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, April 25, 1923, at 4:50 o'clock P.M. and recorded in Book 435, Page 326.

By Brady Brown, Deputy. (Seal) O. C. Weaver, County Clerk.