

Filed for record in the office of the County Clerk within and for Tulsa County, Oklahoma, on the 13th. day of March, 1923, at the hour of 1:10 o'clock P.M. and duly recorded in Book 441, at Page 70.

Brady Brown, Deputy

(SEAL)

O. J. WEAVER, County Clerk.

No. 224302
NRS.

C O N T R A C T.

WHEREAS, Heretofore and on May 27, 1913, a contract in writing was made and entered into by and between World Publishing Company, a corporation, as party of the first part, the then owner of the following described real estate, to-wit:

East Fifty (50') feet of South Seventy-Five
(75') feet of Lot Four (4) in Block One Hundred
Twenty (120) according to the original plat of the
City of Tulsa, in the County of Tulsa, State of
Oklahoma,

and C.W. Singleton, as party of the second part, the then owner of the
East Forty five (45') feet of the West Ninety
(90') feet of the South Seventy Five (75') feet
of said Lot Four (4)

which contract is of record in the office of the County Clerk of Tulsa County, Oklahoma in Record 220, at Page 300; and

WHEREAS, The property first above described is now owned by Charles T. Abbott, T.A. Penney, and E.W. Sinclair, and the property last above described is now owned by Charles T. Abbott, J.D. Pickering and T.A. Penney;

NOW THEREFORE, This agreement made and entered into this the 11st. day of February, 1923, by and between Charles T. Abbott, T.A. Penney, and E.W. Sinclair, as the owners of the property first above described, parties of the first part, and Charles T. Abbott, J.D. Pickering and T.A. Penney, as the owners of the property last above described, parties of the second part,

WITNESSETH: That for and in consideration of the sum of One Dollar (\$1.00) by each party to the other in hand paid, the receipt of which is hereby acknowledged and in further consideration of the mutual covenants, promises and undertakings herein set forth, and for other valuable considerations by each party to the other rendered and to be rendered, the parties hereto have agreed upon and do hereby agree to and do hereby modify and change certain of the terms, provisions, covenants and agreements set forth and contained in the said contract, dated May 27, 1913, as herein set forth, as follows: to-wit:

(1) The parties of the second part shall have the right to permanently close the opening in the east wall of the building on the premises last above described at the upper end of the stairway which has heretofore been erected in the space described in the section numbered "First" in the said contract, dated May 27, 1913.

(2) The rights of the parties of the first part to use the two (2') feet and six (6") inches within the stair wall space described in Section First of the contract of May 27, 1913, that is on the property of the parties of the second part shall be limited to the use thereof as a stairway only and for stairway passage purposes only, and not for any other purpose whatsoever, and violation of this provision on the part of the parties of the first part shall operate to terminate the easement of parties of the first part to use said space for any purpose.

(3) The parties of the second part shall not be liable for any portion of