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STATE OF OKIAHOMA ) SS COUNTY OF TULSA )

Before me, a Notary Public in and for said County and State, on this the 15th day of January, 1924, personally appeared Jacob Fall and his wife Esther Fall and Lee Harrington, Arnol Harrington and A.C. Harrington, 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 uses and purposes three therein set forth.

In witness whereof, I have hereunto set my hand and seal of office this the day and year last above written.

J J DAY, Notary Public.

My Commission expires Apr. 2, 1925. (SEAL)

Filed for record on the 2nd. day of April 1924, at the hour of 3:50 o'clock P.M.

By: Brady Brown, Deputy (SEAL) 0 G WEAVER. County Clerk.

NO. 254799 - NRS
STATE OF OKIAHOMA )
COUNTY OF TULSA

THIS CONTRACT AND AGREMENT, Made and entered into this 15th. day of January, 1924, by and between Jacob Fell, and his wife, Esther Fell, of the first part, and Lee Harrington, of the second part, all of said County and State,

WITNESSETH: That, Whereas, the said party of the first part, Jacob Fell, is the owner of the following described property, to-wit:

Lot Number Nine (9) in Block Number Eighty-Eight (88) in the City of Tulsa, Tulsa County, Oklahoma, and otherwise known as No. 109 S. Boston Avenue of said City of Tulsa, and the appurtenances thereto belonging

which said premises are now occupied by the said party of the second part as a place of merchandising; and

WHEREAS, the owner of the property described desires to have certain improvements made thereon, permanent in their character, and the said party of the second part, Lee Harrington, is ready and willingto undertake the making of such improvements in the manner and form, and on the terms and conditions hereinafter more particularly described:

NOW, THEREFORE, In consideration of the sum of One Dollar, in hand paid by the second party to the first parties, receipt whereof is hereby acknowledged, and in further consideration of the mutual covenants and agreements hereinafter contained and set forth the parties hereto have agreed and do hereby agree as follows, to-wit:

1. The second party agrees that he will, at his own initial expense construct and erect an extension eastward of the present brick building located on the said premises described, said extension to be one-story in height, and to extend fifty (50) feet from the Eastern ends of the brick walls as they now stand, in a general easterly direction; the foundation wall on the North to be twenty Four (24) inches wide by twelve (12) inches deep, on the South to be twenty Four (34) inches by thirty (30) inches wide, and on the East Eighteen (18) inches deep by thirty (30) inches wide; the South and the East walls