

and.

COMPARED

WHEREAS, the party of the first part desires to extend said wall nothward along said division line, and resting equally on both of said lots for a distance of about sixty (60) feet;

NOW, THEREFORE, For and in consideration of the premises and of the mutal covenants and agreements herein contained, said parties do hereby mutually grant and covenant, each for himself and his heirs and assigns, to and with the other, and his heirs and assigns, that either party hereto, or his heirs or assigns, may build a party wall not less than thirteen (13), inches in thickness for the first story, on any part or the whole of said boundary line between said lots, which the other party, his heirs and assigns, shall be allowed to use as herein provided; the middle line of said wall shall coincide with said boundary line; and either party hereto or has heirs or assigns, may extend in any direction on said line any wall so built, and may rebuild the same in case of the partial or total distruction thereof; and when any portion of any wall so built, extended, or rebuilt, shall be used by the party, or the heirs or assigns of the party, by whom the portion of the wall so used was not constructed, he or they shall pay to the party who constructed the same, or to his heirs or assigns, one-half of the value at the time of such use of the whole thickness of the partie portion of such wall, including the foundation thereof, so used by him or them; and the sum so to be paid shall, until paid, remain a charge upon the land of the party liable to pay the same; but no covenant herein contained shall be personally binding on any person or persons except in respect of breaches committed during his or their seizing of, or title to, the said lots.

Whenever any party wall built under this agreement shall be extended in height, the chimneys previously built in such wall shall be carried up to a proper height, and any injury caused by such extension shall be made good, all at the expense of the party making the extension; and in case of dispute as to any value before mentioned, the amount thereof te shall be referred to disinterested parties to be appointed one by each party hereto, or by his heirs or assignes, said referees, in case of disagreement, choosing a third person as arbiter, and the value as fixed by them shall be binding upon both parties hereto and upon their heirs and assigns.

In witness whereof, the said parties have hereunto set their hands the day and year first above written.

R. J. Greenwood

Ed. Fox

State of Oklahoma
ss
County of Tulsa,

Before me the undersigned Notary Public in and for said County and State on this 16 day of June, 1920, personally appeared R. J. Greenwood, and Ed. Fox, personally known to me to be the indentical 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 therein set forth.

In testimony whereof I have hereunto set my hand and affixed my official seal the day and year above written.

My Commission expires 2/23/24 (SEAL) Frank F. Cochran - Notary Public
Filed for record at Tulsa, Tulsa County, Oklahoma, March 12, 1923 at 4:10 o'clock P. M.
and recorded in Book 444 Page 334.

By Brady Brown - Deputy (SEAL) O. G. Weaver - County Clerk.