

grants, titles, charges, estates, judgments, assessments and encumbrances of whatsoever nature, against said lots by reason of any act or default of parties of the first part.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands the day and year first above written.

Witnesses:

C.H. Overton,
Annie Overton.

STATE OF OKLAHOMA)
TULSA COUNTY) SS

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 13th, day of June 1922, personally appeared C.H. Overton and Annie Overton, his wife, to me known to be the identical person 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 WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

(seal) H.M. Price, Notary Public,

My commission Expires Jan. 15th, 1925.

Filed for record in Tulsa, Tulsa County, Oklahoma, April 23, 1923, at 10:20 A.M. and recorded in Book 446, Page 570

By Brady Brown, Deputy.

(seal) O. B. Weaver, County Clerk.

228362-GB

C O N T R A C T

COMPARED

This contract, agreement and instrument entered into this 17th, day of April 1923, between CASTELLA WEBB, a single person, of Tulsa, Oklahoma, party of the first part, and TOM S. HOPPER, of Tulsa, Oklahoma, party of the second part:

WITNESSETH: That whereas the party of the first part is the owner of the Westerly fifty (50) feet of Lots 5 and 6 of Block 53 of the Original Town of Tulsa; and that up on that part or said Lots 5 and 6 lying east of the M.K.&T Railroad Company's right-of-way the said party of the first part has erected and caused to be erected and has thereon a three story Brick building; and,

WHEREAS, the said party of the second part is the owner of the Westerly Forty (40) feet of the East Ninety (90) feet of Lots 5 and 6 Block 53 of the Original Town of Tulsa, Oklahoma; and,

Whereas, the east wall of said building above referred to, owned by party of the first part, extends over and is upon part of the above described property of the party of the second part, to the extent of approximately four inches thereon, and that said building was thus erected without the consent, knowledge or approval of the party of the second part upon said four inch strip of land; and,

Whereas the party of the second part is contemplating and is about to erect a building upon the said property above described, being, to-wit., the West 40 feet of the East 90 feet of Lots 5 and 6 in Block 53; and,

Whereas the parties have come to an agreement that party of the second part shall make use of and use the said east wall of the building of the party of the first part, and shall use the same as the west wall of the building of the party of the second part, the same as if the said wall was owned by the party of the second part, with the right to plaster thereon and place studding therein and do all and every such thing thereto as is ordinarily done in the erection and building of a substantial structure.