

COMPARED

WHEREAS, the parties of the second part own a one story brick building upon their said real estate which extends from the front, or South Line, of their said real estate along the boundary line between said respective tracts of real estate a distance of approximately one hundred twenty feet to the rear or North line of said real estate, the Westwall of said building being constructed so as to adjoin the said building of the party of the first part and extending beyond said building of party of the first part from the rear, or North line of said building, approximately fifty feet along the boundary line between said respective tracts of real estate, the said wall being approximately thirteen (13) inches in width, and

WHEREAS, the party of the first part intends to build an extension to the rear of northerly line of his said building as far in a northerly direction as the wall of the building of the parties of the second part extends and it is desired by the parties hereto that said northerly portion of said wall, being approximately fifty feet in length be used by the parties hereto as a party wall.

IT IS HEREBY AGREED AS FOLLOWS:

1. That for and in consideration of the sum of Four Hundred (\$400.00) Dollars paid by party of the first part, the payment of which sum to the parties of the second part, the parties of the second part shall and do hereby sell and convey to the party of the first part, the westerly one-half of said northerly fifty feet of said westerly or boundary wall of the building of the parties of the second part. It is further agreed that said wall shall hereafter be a party wall and that such northerly portion of same, being approximately fifty feet in length and extending from the rear of northerly line of the present building of the party of the first part to the northerly end of such wall, may be used by the party of the first part in attaching a proposed building there to, such party wall to constitute the easterly wall of the building of the party of the first part and the westerly wall of the building of the party of the second part.

2. The parties hereto for themselves, their successors, heirs, executors, administrators and assigns do covenant with each other that the agreements herein contained are and shall be covenants running with the land and that the said wall, a portion of which is herein conveyed, shall not be torn down or removed by either of the parties hereto, his heirs, administrators or assigns, without the consent of the other party hereto, his heirs, administrators or assigns.

IN WITNESS WHEREOF, the parties have set their hands the day and year above written.

Leon Heyman, Party of the first part.

W.H. Davis  
Ruth A Davis, nee Payne.  
Parties of the second part.

STATE OF OKLAHOMA }  
COUNTY OF TULSA }

SS BEFORE ME, the undersigned Notary Public, within and for the County and State aforesaid on this 16th, day of April 1923,

personally appeared Leon Heyman, W.H. Davis and Ruth A. Davis, his wife, personally known to me to be the persons who executed the above 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.

WITNESS my hand and official seal on the day and year last above written.

My commission expires Jan 4, 1926.

(seal) Zaida Hogan, Notary Public.

Filed for record in Tulsa, Tulsa County Oklahoma, May 24th, 1923, at 10 A.M. and recorded in Book 451 page 243. By Brady Brown, Deputy. (seal) O. G. weaver, County Clerk.