230923 - BH (1911)

MUTUAL RASEMENT CONTRACT.

This contract and agreeent made and entered into in this 18th day of May, 1923, by and between Bertha Bowles, a single woman, of Tulsa, Oklahoma, hereinafter called party of the first part; and J. K. Wells, and Minnie Wells, his wife, of Oklahoma City, Oklahoma, hereinafter called parties of Sacond part,

Witnesseth: Whereas, party of the first part is the owner of the feesimple title of all of lot thirty (30) block two (2) Boston addition to the City of Pulsa, Oklahoma, being a subdivision of lots six (6) to eleven (11) inclusive, of block one (4) and lots seven (7) to nineteen (19) inclusive, of Block three (3) and all of block two (2) in Sieg Addition to the City of Pulsa, Pulsa County, Oklahoma, according to the recorded plat thereof; and Whereas, parties of second part are the owners of all of lot twenty nine (29) in Block two (2) of Boston Addition to the City of Tulsa, Oklahoma, being a subdivision of lots six (6) to eleven(11) inclusive, of Block one (1) and lots seven (7) to nineteen (19) inclusive, of block three (3) and all of block two (2) in Sieg addition to the City of Tulsa, Tulsa County, Odahoma, according to the recorded plat thereof,

And there is now located on said lots 29 and 30, Block 2 a common drive way, covering the north four (4) feet of lot thirty (30) and the south four (4) feet of lot twentynine (29) and party of first part in consideration of the grants and covenants hereinafter stated, gives and grants unto parties of second part, their heirs and assigns forever, an easement right of way over the north four (4) feet of lot thirty (30) in block two: (2) as above described, being owned by party of the firstpart, and for and in consideration of the said grant to parties of second part, said parties of second part being the owners of lot twenty nine (29) in Block two (2) as above described, hereby grant, and convey unto party of the first part, her heirs and assigns forever, an easement right of way of egress and ingress over the south four fet of lot twenty nine (29) in Block two (2) as above described. It being understood bythis conveyance by the parties to this agreement that the north four (feet of lot 30 in block 2, above described, and the south four feet of lot 29 in Block two, as above stated, shall be a common driveway, an ingress forever to the present owner and future owner or owners of said lots 29 and 30, Block 2, Boston addition to the city of Tulsa, Couty of Tulsa, Oklahoma, as above described; and this contract creates a perpetual easement to the owners of said two lots for ingress and egress in and over said eight (8) feet, same being the north four (4) feet of lot thirty (30) and the south four (4) feet of lot twenty nine (29) both in block two (2) above described.

In witness whereof, we have hereunto set our hands and seals the day and date above written.

John K. Wells, Party of first part, Minnie Wells, Mrs. Bertha Bowles, Paries of second part.

State of Oklahoma)
SS
County of Tulsa) Before me, Harry E. Wheeler, a Notary Public within and for said
County and state, personally, a ppeared Bertha Bowles, a single woman, to me knownto
be the identical person who executed the foregoing instrument, and acknowledged to me that
she signed the same as her free and voluntary act and deed and browness and purposes
therein set forth.

Witness my hand and official seal this 18th dayof May, 1923.

(SEAL) Harry E? Wheeler, Notary Public.

My commission expires March 23, 1925. State of Oklahoma)