

flush up to and against the above parcel of land on the South side of the above parcel of land, and may use said wall without cost to himself, and in erecting a new building or addition to the present building on second party's land, second party may build on to that part of first party's wall above set out, and by these presents he is given that right without cost, and if later second party does uses said wall and extend it higher, party of the first part shall have the right to use in building his building higher that party of said wall second party has added, but it is here agreed that if first party does use any part of the wall built by the party of the second part, that he will pay to the party of the second part, one-half of the cost of the building of said wall. In fixing the price to be paid by first party to second party, and fixing the cost of said wall, each of the said parties shall appoint an arbitrator, and the two arbitrators shall choose a third party, and the three men shall be arbitrators who shall proceed to appraise and value said wall and fix the amount to be paid by the first party to the second party, it being understood though that first party is to pay only a half of that part of the wall which he actually uses.

It is expressly agreed that this contract shall be binding upon the parties hereto, their heirs, assigns, administrators and executors.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands, the day and date first above written.

COMPARED

Daniel Hunt-Party of the first part.

Chas. B. Peters-Party of the second part.

STATE OF OKLAHOMA)
(SS.
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public, in and for said county and state, on this 10th day of June, 1922, personally appeared Daniel Hunt, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires May 6, 1924 (SEAL) Ione Morrison-Notary Public

STATE OF OKLAHOMA)
(SS.
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public, in and for said county and state, on this 10th day of June, 1922, personally appeared C. B. Peters, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

My commission expires May 6, 1924 (SEAL) Ione Morrison-Notary Public

Filed for record at Tulsa, Tulsa County, Oklahoma, June 13, 1923 at 10:00 o'clock A.M. and recorded in Book 457 Page 262

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

233145-ACM

MORTGAGE OF REAL ESTATE. COMPARED

This indenture, made and entered into this 19th day of April, 1923, between A. Golden and Rachal Golden, of Tulsa County, in the State of Oklahoma, party of the first part, and O. C. Hughes, County., State of Oklahoma, party of the second part.

WITNESSETH: That said parties of the first part, in consideration of the sum of Two Thousand Two Hundred Fifty and no/100 (\$2,250.00) Dollars, the receipt whereof is hereby acknowledged, do by these presents, grant, bargain, sell, and convey unto said party of the second part, his successors and assigns, all the following described real estate, lying, sit-