

of August, 1923, personally appeared B. W. Sckreckengost to me known to be the identical person who executed the above 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 thereof.

In witness whereof, I have hereto set my hand and affixed my notarial seal, the day and year last above written.

(SEAL) Marie B. Ownby, Notary Public.

My commission expires Sept. 14, 1924.

Filed for record in Tulsa County, Okla. on Aug. 11, 1923, at 8:30 A.M. and duly recorded in book 467 page 206, By Brady Brown, Deputy,

(SEAL) O.G. Weaver, County Clerk.

237785 - BH

PARTY WALL
CONTRACT.

COMPARED

This agreement, made this 9th day of October, 1922, by and between C. B. Stanton, party of the first part, and M. M. Monsell, and Geo. Magnein, parties of the second part, witnesseth:

That, whereas, party of the first part is the owner of the following described real estate and premises situate in Tulsa County, State of Oklahoma, to-wit:

The east thirty four (34) feet of lots fourteen (14) fifteen (15) and sixteen (16) except the north eight (8) feet of lot fourteen (14) reserved for an alley; all in block thirty six (36) of the original townsite (now city) of Sand Springs, according to the recorded plat thereof,

and, Whereas, parties of the second part are the owners of the west 106 feet of lot numbered 16, in block numbered 36 of the original townsite (now city) of Sand Springs, according to the recorded plat thereof, in Tulsa County, Oklahoma, and are also the owners of the real estate and premises immediately adjoining said real estate and premises hereinabove described belonging to the party of the first part, on the west; and

Whereas, party of the first part is the owner of a one-story brick building situate on the real estate and premises above described belonging to him, the west wall of which stands entirely on his premises, and said owner contemplates extending said wall north to the north boundary line of his said premises and raising said wall so as to form the west wall of a two-story brick building on his premises; and

Whereas, parties of the second part contemplate constructing a two-story brick building on the said premises owned by them immediately adjoining the said premises owned by party of the first part, on the west side; and,

Whereas, it is contemplated that parties of the second part shall use the wall of C. B. Stanton, party of the first part, already erected and to be extended and raised on his premises, for a party wall, and that parties of the second part shall grant to C. B. Stanton, party of the first part, the right to use three (3) feet and six inches (6) of space immediately west and adjoining the party wall of the first party, for a stairway and entrance to the second story of both of said buildings.

Now, therefore, in consideration of the premises, and the mutual covenants hereinafter set forth, it is mutually agreed as follows:

1: Party of the first part shall extend the wall on the west side of his brick building to the north boundary line of his said premises, and raise said wall so as to form the west wall of a two-story building to be erected by party of the first part and party of the first part agrees to construct, erect and extend said wall so that the