

same shall be of sufficient thickness, length and height above the sidewalk for the safe construction of a two-story building, and first party hereby grants and conveys to the second parties the right to use said wall as a party-wall in the erection by the parties of the second part of a building upon their premises, and for that purpose to insert beams for said building of party of the second part, into said wall to the extent required for its safe construction, and to insert or tie the courses of the front and rear walls into said party wall as may be necessary, and to keep and maintain such use of said party wall so long as the same shall stand.

2. Parties of the second part agree that party of the first part shall have the use of three (3) feet and six (6) inches of space immediately west and adjoining the west wall of the party of the first part, which is to be used as a party wall, as aforesaid, for an entrance and stairway to the second story of said buildings of the party of the first part and of the parties of the second part; said entrance and stairway to begin and enter from an opening to be made on Second Street, and said stairway to be of substantial construction and to open on the second story into the buildings of the parties hereto; said stairway to be of such length as is usual in business buildings, and at least nine (9) inch run, to a seven (7) inch rise; said stairway to be erected and maintained by first party, and to be used jointly by the owners of the buildings herein referred to and the parties to this contract, and their respective tenants and patrons.

3. If it shall hereafter become necessary to repair or rebuild the whole, or any portion of said party-wall, or stairway aforesaid, the expense thereof shall be borne equally by the parties hereto, their heirs and assigns, and whenever said party wall, or any part thereof, shall be rebuilt, it shall be erected on the spot where it now stands, or the same size, or similar material, of like quality.

4. This agreement shall be perpetual and be construed as a covenant, running with the land, but no part of the fee title upon which the wall of said first party stands shall pass to or be vested in the parties of the second part, their heirs or assigns, and no part of the fee title covered by the stairway, hereinabove described, shall pass from second parties or vest in party of the first part. Said real estate is no part of the homestead of said parties.

5. This agreement shall extend to, and bind the heirs, assigns and legal representatives of the parties hereto.

Witness our hands this 9th day of October, 1922.

C. B. Stanton, First Party.  
George Magnein  
E. M. Monsell, Second parties.

State of Oklahoma )  
Tulsa County ) SS

Before me, the undersigned, a Notary Public, in and for said County and State, on this 9th day of October, 1922, personally appeared C. B. Stanton, E. M. Monsell and Geo. Magnein, to me known to be the identical 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 notarial seal the day and year last above written.

(SEAL) E. F. Dixon, Notary Public.

My commission expires July 1, 1926.

Filed for record in Tulsa County, Okla. on Aug. 11, 1923, at 10:00 A.M. and duly recorded in book 467, page 207, By Brady Brown Deputy,

(SEAL) O.C. Weaver County Clerk.

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