

the first part for said consideration do hereby expressly waive an appraisement of said real estate and all benefits of the homestead exemption and stay laws of the State of Oklahoma.

In witness whereof, the said parties of the first part have hereunto set their hands the day and year first above written.

Marshall Eskin,  
Mary E. Eskin.

State of Oklahoma) )  
Tulsa County ) SS Before me, C. E. Robinson, a Notary Public, in and for said County and State, on this 7th day of September, 1923, personally appeared Marshall Eskin and Mary E. Eskin, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the use and purposes therein set forth.

(SEAL) C.E. Robinson, Notary Public.

My commission expires June 18th, 1925.

Filed for record in Tulsa County, Okla. on Sept. 12, 1923, at 2:00 P.M. recorded in book 467, page 569, Brady Brown, Deputy,

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

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**COMPARED DRIVEWAY EASEMENT AGREEMENT.**

This indenture, made this 12th day of September, 1923, by and between C. B. Ellard and Nora B. Ellard, his wife, parties of the first part, and W. Frank Walker and Olga V. Walker, his wife, and Robt. E. Adams, and Sara E. Adams, his wife, parties of the second part,

Witnesseth, that, whereas, the parties of the first part are the owners of and in possession of

The east ten (10) feet of lot six (6) and the west thirty (30) feet of lot five (5) Block one (1) Weaver addition to the City of Tulsa, according to the recorded plat thereof; and

Whereas, parties of the second part are the owners of and in possession of The west forty (40) feet of lot six (6) in Block one (1) of Weaver addition to the City of Tulsa, according to the recorded plat thereof; and

Whereas, there is at this time a concrete driveway constructed upon the west four feet of the premises first above described and upon the immediate adjacent east four feet of the premises second above described, which said driveway is further described as being a driveway eight feet wide lying jointly between the property owned by parties of the first part and parties of the second part hereinabove described; and

Whereas, parties hereto desire to make and use said driveway constructed upon said premises aforesaid jointly for the purpose of reaching their respective garages for pleasure cars only, and

Whereas, each of the parties hereto desire to give and grant to the other an easement in the land affected by said drive way:

Now, therefore, it is agreed by and between the parties hereto that the said parties of the first part in consideration of the agreement hereinafter mentioned on the part of the parties of the second part, do hereby give and grant unto the said second parties the right to use and an easement in and to so much of the land of the first parties as is affected by the said driveway, such right being the right of ingress and egress over