

the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

My Commission expires August 21, 1924. (SEAL) Harold S. Philbrick, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, FEB 29, 1924 at 2:55 o'clock P. M.  
in Book 486, page 415

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

252333 C.J.

MEMORANDUM OF AGREEMENT COMPLETED

This agreement made the 25th day of January, 1924, between Morningside Hospital & Training School for Nurses, a corporation, party of the first part, and Rose Rouleau and Victoria Rouleau Warren, parties of the second part,

WITNESSETH:

That whereas the party of the first part is the owner of  
The South Half ( $S\frac{1}{2}$ ) of Lot 12, in Block 11 in North Tulsa, an  
addition to the City of Tulsa, Tulsa County, Oklahoma,  
and the parties of the second part are the owners of

The North Half ( $N\frac{1}{2}$ ) of Lot 12 in Block 11 in North Tulsa, an addition to the  
City of Tulsa, Tulsa County, Oklahoma;

and

WHEREAS, there is now in the course of construction a certain addition to the building located on the above described real estate of the first party, and upon the North side of said building and a controversy has arisen between the parties to this agreement, pertaining to the manner of the construction of said addition, and the parties of the second part herein, as plaintiffs have commenced an action in the District Court of Tulsa County, Oklahoma, against the party of the first part as defendant, said action being number 25560, which said action is still pending; and,

WHEREAS, the parties hereto are desirous of settling by compromise their controversies in said action,

NOW THEREFORE, the party of the first part hereby promises and agrees that no part of said addition, except the supporting pillars, eaves of the roof and gutter, shall be constructed within a distance of less than eighteen (18) inches from the property line between the two pieces of real estate above described and that the portions of said addition heretofore constructed nearer than eighteen (18) inches from said line, except the supporting pillars, eaves of the roof and gutter, shall be removed forthwith and the said construction when completed shall leave eighteen (18) inches in the clear between said addition and the aforesaid property line, at all points above said pillars and first floor joists, provided, that no part of eaves or gutter to approach nearer than thirteen (13) inches from said property line.

And the first party further agrees that in the construction of said addition on the north side of said second party's present building, the outside finishing shall be of stucco over metal lath, and that the ceiling over the driveway passing under said addition shall be stucco or plaster over metal lath, and the party of the first part further agrees to so arrange the drainage from the said building that the water therefrom will not fall on or run on to the above described land of the parties of the second part.

Party of the first part agrees in the construction of said addition to protect the building of the parties of the second part from splashings and stains from the stucco and plaster while constructing the aforesaid addition.

Parties of the second part agree that no addition to, nor enlargement of, the building now located on the North Half of the above described Lot 12, will be build nearer than