

a lien in favor of second party for all such expense including attorneys fees and expenses of suit.

The notice herein provided for shall be given to first parties by depositing same in the United States mail in an envelope with postage fully prepaid, addressed to party at Tulsa, Oklahoma.

It is further agreed that any street improvement on said described property shall be made subject to the terms of this agreement.

Time is expressly declared to be of the essence ^{hereof} and this contract shall be binding upon the heirs, successors and assigns of the parties hereto.

In witness whereof, the parties have caused this contract to be executed the date first above written.

Ed H. Ryan,
By Rose Ryan, first party.

(Seal) City of Tulsa, By H. ^{J.} Newblock, Mayor.

Attest: Roy Garbett, City Auditor,

Approved as to form, I. J. Underwood, City Attorney,

State of Oklahoma, County of Tulsa, SS,

Before me, Grace Hon, in and for said County and State, on this 23rd day of June, 1924, personally appeared Ed. H. Ryan and Rose Ryan, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument. and each for themselves 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 seal the day and year last above written.

(SEAL) Grace Hon, Notary Public.

My commission expires Sept. 26, 1925.

Filed for record in Tulsa County, Okla. on Sept. 9, 1924, at 11:30 A.M. recorded in book 491, page 513, Brady Brown, Deputy,

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

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CONTRACT.

This contract and agreement made and entered into this 11th day of July, 1924, by and between C. A. Campbell and G. W. Dych, hereinafter called first parties and the City of Tulsa, Oklahoma, a municipal corporation, hereinafter called second party;

Witnesseth: That where, as, first parties are the owners of the south fifty (50) feet of lot 18, block 19, West Tulsa addition to the City of Tulsa, Oklahoma, said premises being located at the intersection of 19th ^{and} Quannah Streets in said City; and

Whereas, under and by virtue of Ordinance No. 2576, and amendatory Ordinances a set-back line of ten (10) feet in width has been declared and made applicable on said Streets and at said intersection along and adjacent to the above described property; and,

Whereas, First parties are desirous of erecting a Filling STATION which according to the tentative plans will project over the set-back line, which action on the part of First parties will be in violation of the Ordinances above mentioned unless second party consents to same;

Now, therefore, it is agreed between the parties hereto, in consideration of the sum of one (\$1.00) dollar, cash in hand paid by first parties, to second party and the mutual covenants and agreements of this contract and other good and valuable considerations, that the erection of the Filling Station according to the tentative plans of First Parties may proceed and that the roof of said Filling Station may project over the set-back line the necessary