

distance shown by said plans, on the property of first parties, subject to the following conditions:

First parties or either of them, agree that at any time hereafter, second party by written notice mailed to First Parties or either of them, at Tulsa, Oklahoma, request same, to remove or cause to be removed within ten days after the mailing of said notice, the said building and any portions thereof, projecting or extending over the set-back lines of ten feet at their own expense and cost and free from any expense or cost to second party.

First parties further agree that upon their failure to remove said building after the giving of said notice, as herein provided, within a period of ten days, ~~second party~~, second party shall have the right, option and privilege to go upon said premises and remove said building from the territory outside of the set-back lines and in that event First Parties agree to pay second party all expenses attendant thereto and to be liable in a direct action therefor and agree that the above described property shall be subjected to and impressed with a lien for all of the expenses of second party in removing said building and instituting suit for the recovery of the expense thereof, including reasonable attorney's fees.

Time is expressed declared to be of the essence thereof, and this contract and all provisions thereof shall be binding upon the heirs, representatives, assigns, subsequent lessees or sub-lessees of any of the parties hereto.

Witness our hands the day and date ^{first} above written.

C. A. Campbell,
G. W. Dyson, First Parties.

(Seal) City of Tulsa, Oklahoma.

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, Frances Terpenning, the undersigned Notary Public within and for said County and State, on this 11th day of July, 1924, personally appeared H. F. Newblock, well known to me to be the person who signed the above and foregoing instrument and contract as Mayor of Tulsa, and he acknowledged to me that he signed and executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said Municipal corporation, for the uses and purposes therein set forth.

Witness my hand and official seal the day and date first above written.

(SEAL) Frances Terpenning, Notary Public.

My commission expires Sept. 12, 1927.

Filed for record in Tulsa Co. on Sept. 9, 1924, at 11:30 A.M. recorded in book 491, page 514, Brady Brown, Deputy,

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

266920 - BH

CONTRACT.

This contract and agreement made and entered into this 8th day of August, 1924, by and between James Economakias, hereinafter called first party, D. B. Allen, C. H. Strubble, W. D. Woolley, and B. H. Conover, hereinafter called second parties, and the City of Tulsa Oklahoma, a municipal corporation, hereinafter called third party.

Witnesseth, that whereas, first party is the owner of the west sixty (60) feet of lots forty seven (47) and forty eight (48) in block thirty five (35) West Tulsa addition to