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272591 C.J.

PARTY WALL CONTRACT.

This contract entered into this 4th day of November, 1924, between Roy Yerion, Sand Springs, Okla., party of the first part AND

Calla Rose, Sand Springs, Okla., party of the second part.

WITNESSETH:

THAT WHEREAS, said party of the first part is now the present owner with title fee simple in him to Lot Twenty One (21) in Block Thirty Six (36) Original Townsite, City Sand Springs, according to the Amended Plat thereof.

THAT WHEREAS, said party of the second part is now the present owner with title fee simple in her to Lot Twenty (20) in Block Thirty Six (36) Original Townsite, City of Sand Springs, according to the Amended Plat thereof.

THAT WHEREAS, Roy Yerion has caused to be built on said Lot (21) Block (36) on South Side thereof a Brick Wall one Story High and One Hundred (100) Feet in length, said wall being built entirely on said Lot (21) Block (36) Original Townsite.

AND WHEREAS, for and in consideration of the principal sum of Five Hundred Dollars (\$500.00) cash in hand, receipt of which is hereby acknowledged, the party of the first part hereby grants to the party of the second part the privilege to use the East Seventy Five (75) Feet of the heretofore mentioned 100 Feet Brick Wall located on said Lot (21) Block (36), said wall to be one story high only.

AND WHEREAS, it mutually agreed by and between the parties hereto that under the terms of this contract, the party of the second part must construct a pylaster for the support of the weight of I beam and brick of any building which they may build on said Lot (20), thereby not increasing the weight on the pylaster forming the South end of the 100 Feet Wall heretofore mentioned. IT hereby mutually agreed by and between the parties hereto that any repairs necessary for the maintenance of said wall hereby involved in this easement will be borne equally by both parties hereto except for decorations or special work which may be performed for purposes other than public Safety and Benefit of said Wall.

IT IS agreed by and between the parties hereto that each party of this contract shall make all repairs and stop all leaks, which may be caused from the natural wear and tear or poor workmanship in the respective roofs on their respective properties, where same is pronounced by regularly engaged Roofer to be the direct cause of damage being done to the adjoining properties from any leak which may develop in their respective roofs.

IT IS Agreed by and between the parties hereto that this contract shall be perpetual and shall remain in full effect as long as present wall remains on said Lot (21) Block (36), unless sooner terminated by written consent of the parties owning the properties herein involved.

IT IS agreed by and between the parties hereto that this contract does not convey or transfer any shade of title to the soil on which this Wall sets.

IT IS further agreed by and between the parties hereto that in the event said second party desires to use more of the said herein described 100 Foot Wall, than the amount herein set forth, they will be obligated to pay the party of the first part the same pro rate rate for the pro-
tion used that \$500.00 bears to 75 Feet, and receive a further easement to same before any building connections are made thereto.

IT IS further agreed by and between the parties hereto that this contract shall extend unto and be binding on their successors, administrators, and assigns of the parties hereto.

WITNESS our hands and seals this 4th day of November, 1924.

Roy Yerion
First Party.

Calla Rose
Second Party.