

and in conformity with the building laws now of force in the City of Tulsa, Oklahoma, and shall keep the same in repair, until used by the parties of the second part, their heirs or assigns after which the same shall be kept in repair at the joint expense of the owners of either parcel of said land.

That whenever the second parties, their heirs or assigns, shall use said wall, they shall pay the party of the first part, at the time of such use, one-half of the then value of of such wall, or so much thereof as they may use, including in the word "wall" the stone and brick foundation and any other sub-structure, together with coping.

IT IS FURTHER MUTUALLY AGREED, by the parties hereto that either party may build said wall higher, thicker or deeper, taking due care not to injure the other party and so doing the work wholly from this side, unless the other side be vacant, and doing all that may be necessary, as carrying up flues, and the like, to leave the ^{other} owner as near as may be, in as good condition as before, and using good material and workmanship, and conforming to existing building laws, and one half of the value of such addition, when used, shall be paid for like the original structure; but nothing herein contained shall entitle either party to place more than Nine (9) inches ⁱⁿ width of any wall on the land of the other, without the consent of the then owner of such land.

Said parties mutually covenant for themselves, their heirs and assigns, each to and with the other, his heirs and assigns, to observe the above agreement, and that the covenants herein contained shall run with the land.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year above written.

(CORPORATE SEAL)

Britton -Upp Grover Co.

ATTEST: W. S. Upp, Sec.

by W. L. Britton, President

Party of the first part.

O. C. Boone

W. R. Ritchie

STATE OF OKLAHOMA,)
 : SS.
COUNTY OF TULSA.)

Parties of the Second part

Before me, W. L. Wall, Jr., a Notary Public, in and for said County and State, on this 19th, day of February, 1909, personally appeared W. L. Britton, to me known to be the identical person who subscribed the name of the maker thereof, to the foregoing instrument as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

W. L. Wall, Jr., Notary Public.

'SEAL' My commission expires Dec. 16th, 1911.

STATE OF OKLAHOMA,)
 : SS.
COUNTY OF TULSA.)

Before me, W. L. Wall, Jr., a Notary Public, in and for said County and State, on this 19th, day of February, 1909, personally appeared O. C. Boone, and W. R. Ritchie, to me known to be the identical persons, who subscribed their names to the foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

W. L. Wall, Jr., Notary Public.

(SEAL) My Commission expires Dec. 16th, 1911.

Filed for record at Tulsa, Okla., Mar. 9, 1909. at 9.40 o'clock A. M.

H. G. Walkley, Register of Deeds 'SEAL'

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