

COMPARED
PARTY WALL CONTRACT.

THIS AGREEMENT MADE AND ENTERED INTO, on this the 23rd, day of April, 1906, by and between James Y. Brand and S^r N^r Smith, of Tulsa, Indian Territory, of the first part, and H. S. Corliss, also of Tulsa, Indian Territory, of the second part, WITNESSETH:

That, WHEREAS, The said James Y. Brand and S^r N^r Smith, is the owner of parts of lots 2-3-4 and 5 in Block 59, in the City of Tulsa, and the said H. S. Corliss is the owner of parts of lots 4 and 5 in said Block, immediately adjoining said lot or parts of said lots belonging to James Y. Brand and S. N. Smith, just South of James Y. Brand and S. N. Smith, and whereas said James Y. Brand and S. N. Smith contemplates building a two story brick business house with basement,

And whereas the said H. S. Corliss, contemplates building a business building of like size and character on that part of said lots just South of said James Y. Brand and S^r N. Smith, and adjacent thereto:

Now, Therefore, It is agreed and understood by and between all the parties to this contract, that said James Y. Brand and S. N. Smith is to proceed and erect their building on the parts of said lots 4 and 5 as owned by them, facing on Boston Avenue and running back 116 feet. That the party wall being provided for in this contract is to be built of stone and brick and three feet wide at the base. That said party wall is to be built on the line of the lots of said James Y. Brand and S^r N^r Smith and said H. S. Corliss, extending over and on the lots of said James Y. Brand and S^r N. Smith 18 inches and over on the lots of H. S. Corliss 18 inches.

It is agreed and understood by and between the parties of this contract that the said James Y. Brand and S. N. Smith is to have said wall built in accordance with the plans and specifications of the Architect of the building of the said James Y. Brand and S. N. Smith and that when the said wall is completed, that the said H. S. Corliss is to bear half of the total expense of excavating for said wall and building of same including all expense for labor and material in the building of said wall, and that said H. S. Corliss is to pay his half of the said expense as soon as said wall is completed.

It is further agreed and understood by all parties to this contract that said H. S. Corliss is to have the right to use said wall for the purpose of building on the same whenever he sees fit to build on his said lots and for that purpose he may insert beams in said wall and make such chimney backs as may be necessary in the erecting of his building.

It is further agreed and understood by the parties of this contract that in the event it should become necessary to repair or pull down and rebuild said wall, that such expenses as may be attached to the repairing or rebuilding shall be borne equally between said James Y. Brand and S. N. Smith and H. S. Corliss.

It is further agreed and understood that this contract shall be perpetual and shall at all times be construed as a covenant running with the land and shall be binding upon said parties, their heirs and assigns forever.

IN TESTIMONY WHEREOF, the parties of the first part and the party of the second part, have hereto signed our names in duplicate, on this the 23rd, day of April, 1906.

S. N. Smith

James Y. Brand

H. S. Corliss

The above contract has fully complied with, and that H. S. Corliss has paid for one half of same

S. N. Smith

James Y. Brand.

I hereby accept the terms and conditions of the above and foregoing contract on consideration of the benefits derived therefrom as part owner of the said party wall as provided for in