

UNITED STATES OF AMERICA,)
INDIAN TERRITORY : SS.
WESTERN DISTRICT.)

J. W. Pixley, C. C. Drew and Ed C. Reynolds, on their oaths say that the matters and things in the foregoing certificate set out are true to the best of their knowledge and belief.

J. W. Pixley
Ed C. Reynolds
Clifton C. Drew.

Subscribed and sworn to before me by Clifton C. Drew, this the 21, day of March 1907.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal of office.

Percival E. Magee, Notary Public.

(SEAL) My commission expires June 29, 1910.

Subscribed and sworn to before me by Ed C. Reynolds, this 21st day of March 1907.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal of office.

Benjamin F. Rice, Jr., Notary Public.

(SEAL) My commission expires May 18, 1908.

Filed for record at Tulsa, Okla., Apr. 1, 1909. at 4/15 o'clock P. M.

H. C. Walkley, Register of Deeds (SEAL)

.....

AGREEMENT

AGREEMENT.

WHEREAS, the undersigned, Clifton C. Drew, is the owner of the East Fifty (50) feet of Lot Three (3) Block One Hundred Five (105) in the City of Tulsa, Tulsa County, Oklahoma, and,

WHEREAS, the undersigned, James M. Gillette, is the owner of Fifty (50) feet immediately West of and adjoining said tract belonging to said Clifton C. Drew, and

WHEREAS, The Undersigned, S. F. Jones, is the owner of the south One Half of Lot two (2) Block One Hundred and Five (105), except Forty (40) feet off of the West end thereof, and,

WHEREAS, Each of said parties are now contemplating the erection of certain buildings and improvements upon their certain tracts of ground aforesaid; and,

WHEREAS, Said S. F. Jones has this day conveyed to said Drew and Gillette, all his right, title and interest in and to the said parts of Lot Three (3) in said Block One Hundred Five (105) owned by said Drew and Gillette, and,

WHEREAS, It is understood that as a part of the consideration for the conveyance by said Jones to said Drew and Gillette, that said Drew and Gillette should leave and aerway or passage way ten (10) feet in width on and along the north end of their said lots, for the benefit of all of said parties and their assigns.

NOW, THEREFORE, In consideration of the premises and the sum of One (\$1.00) Dollar, to each other in hand paid, the receipt of which is hereby acknowledged, it is hereby mutually agreed between said parties that a strip ten (10) feet in width shall be left and kept open by each of said Drew and Gillette on, along and across the entire north end of their aforesaid lots; that no buildings, structure or other improvement of any kind shall be erected thereon without the written consent of all parties hereto thereunto had, it being the intention of the parties hereto to leave said ten (10) feet strip as an aerway for the use of the said S. F. Jones and his assigns for the purpose of ingress and egress to and from the rear of the ir said lots and any buildings erected thereon.

It is further agreed that as a part of the consideration in leaving said aerway or passage way, that the parties hereto will each bear and pay equally all taxes, special assessments