

CONTRACT FOR PARTY WALL.

THIS AGREEMENT, Made and entered into this 26th day of April 1909, by and between E.D. Mitchell and C. D. Jenal, hereinafter designated the first parties, and Mary E. Hufft, hereinafter designated the second party.

WITNESSETH: WHEREAS, The said ^{first} parties are the owners in fee simple of Lot Six (6) and the North Nine (9) Feet of Lot Seven (7) in Block Eighty Nine (89) in the City of Tulsa, in Tulsa County, State of Oklahoma, the same being a rectangular piece of ground fronting Fifty (50) Feet on Boston Avenue in said City and extending in a Westerly direction, parallel with lot Five (5) in said Block a distance of One Hundred and Forty (140) feet to the alley in said Block; and,

WHEREAS the said second party is the owner of said lot Five (5) in said Block Eighty Nine (89); and,

WHEREAS both the said ^{first} parties and the said second party desire ultimately to erect brick buildings on their said respective properties:

NOW? THEREFORE, in consideration of the premises and for the consideration hereinbelow stated, it is hereby contracted and agreed by and between the parties hereto that the said first parties may construct and erect a party wall along the line dividing the above described real estate of the respective parties hereto; that the said party wall may extend from the building line of Boston Avenue to the alley in said Block; and that six and one half ($6\frac{1}{2}$) inches of said party wall and one half ($\frac{1}{2}$) of the footings or foundations of said party wall shall extend over and rest upon the said property of the said second party; that said party wall shall be built at the sole and exclusive cost and expense of said first parties; but the said second party hereby undertakes and agrees that she will pay her proportionate share of the cost and expenses of the construction of said party wall at the time and in the manner hereinbelow stated. Whenever the said second party shall erect a building upon her said property above described, she will pay to the said first parties the costs and expenses incurred by them in erecting that portion of said party wall and of the foundations or footings thereof extending over and resting upon the said property for a distance of not less than 80 lineal feet in length and not less than Two (2) stories in height, and such payment shall be made regardless of whether or not the building to be erected by said second party shall be of such dimensions as to require the use of so much of said party wall as is specified above. The said payment to be made to said first parties shall be at the rate of \$11.50 per thousand brick, wall measure, and at the rate of \$5.50 per cubic yard of cement foundation. If the said second party shall, in the erection of her said building upon her said lot, use more of said party wall and foundation than is specified above, she shall pay for such excess at the rate as above specified. The said first parties may, if they desire, provide a basement or cellar for their said building and may erect and construct the foundations and party wall with that end in view; but said second party shall not be held to pay for any portion of said party wall exclusive of the foundations thereof, that may be below the first story of her said building, except for such portions thereof as she may actually use in the construction of a cellar or for other purpose. If the said second party shall sell or convey her said property, she will immediately upon the consumation of said sale and conveyance, make payment to said first parties, on the basis above provided for, 80 lineal feet of said wall, two (2) stories in height, and six and one half ($6\frac{1}{2}$) inches in thickness, and her vendee shall have the same rights in respect to said wall and be charged with the same obligations as are accorded to and imposed upon the said second party herein and hereunder, including the right to use any additional portions of said party wall and foundations in excess of 80 lineal feet two (2)