

story's high thereof, upon payment to said first parties for such excess at the rate above specified.

It is hereby contracted and agreed that, whenever the said second party, her heirs or assigns, shall desire to erect or construct a building upon the above described property of said second party, said second party, her heirs or assigns, shall have the right to use said wall as a portion of said building, and, for that purpose, shall have the right to insert beams therein for said building for a distance of not more than six and one half (6½) inches, to insert chimney or flue backs therein not more than six and one half (6½) inches and to insert or tie the courses of the front and rear walls of said building into said party wall as far as may be proper and necessary for the security of said building, and to keep and maintain said party wall as long as the same shall stand. The parties hereto, their heirs and assigns, shall share equally in the use, possession and enjoyment of said party wall, each to have the same rights therein, and this agreement shall at all times be construed as a covenant running with the said lands of the parties hereto. But the destruction of the party wall by fire, earthquake or other providential cause shall work a termination of this contract and neither party hereto shall be held bound to rebuild or restore the same, unless a new contract shall be entered into between the parties to that effect, and neither of the parties hereto is to be taken to have acquired any right, or title in Fee Simple to the soil of the other upon which said party wall may rest.

WITNESS OUR HANDS the day and year first above written.

E. D. Mitchell

C. D. Jenal

Mary E. Hufft.

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

Before me, the undersigned, a Notary Public, within and for said County and State, on this 27 day of April 1909, personally appeared E. D. Mitchell and C. D. Jenal, known to me to be the identical persons who executed the within and foregoing instrument of writing 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.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal as such Notary Public, the day and year last above written.

Frank M. Rodolf, Notary Public.

(SEAL) My commission expires the 12, day of April, 1913.

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

Before me, the undersigned, a Notary Public, in and for said county and State, on this 26th day of April, 1909, personally appeared Mary E. Hufft, known to me to be the identical person who subscribed the within and foregoing instrument of writing and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal as such Notary Public, the day and year last above written.

Joseph Bruner, Notary Public.

(SEAL) My commission expires the 1st, day of November, 1910.

Filed for record at Tulsa, Okla., Apr. 27, 1909, at 3.15 o'clock P. M.

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

[Handwritten signature]