

State of Oklahoma, )  
 Tulsa County ) s.s.

Before me a notary Public in and for said County and state on this 8th day of November, 1909, personally appeared J.W. Orr to me known to be the identical person who executed the foregoing instrument as the President of said Corporation and acknowledged to me that he executed the same as his own free and voluntary act and deed and as the free and voluntary act and deed of said corporation.

(seal)

W. L. Wall Jr., Notary Public.

My commission expires Dec. 16th, 1911.

Filed for record At Tulsa Nov. 8 1909 at 4:05 o'clock P.M.

H.C. Talkley, Register of Deeds (S.M.L.)

COMPARED

THIS AGREEMENT made this 8th day of August, 1909, by and between J.J. Daly, party of the first part, and John F. Jamieson, party of the second part.

WITNESSETH, THAT WHEREAS, the party of the first part is the owner of Lot Five (5), and said second party is the owner of Lot Six (6) both of said lots being in Block Seventy three (73) in the City of Tulsa, Tulsa County, State of Oklahoma, as the same appears from the survey and plat thereof; and, WHEREAS, party of the first part desires to construct a brick wall on the boundary line of said lots a distance of approximately One Hundred Ten Feet (110 F), including the necessary excavations and cement foundation therefor, said wall being for a two story building, and said wall to be constructed so as to extend not to exceed nine (9) inches over on the lot of either of the parties hereto, and the second party hereby consenting to pay for one half of said parting wall upon the terms and conditions hereinafter provided.

IT IS THEREFORE hereby covenanted and agreed by the second party with the first party that the said second party will pay for one-half of the expense of the construction of said parting wall whenever said second party either sells said Lot Six (6) or constructs a building connecting to and using said parting wall, by paying one half of the actual cost thereof.

IT IS HEREBY AGREED as a condition precedent for such obligation that said wall shall be constructed and built in a good and substantial and workmanlike manner.

THE ABOVE AGREEMENT is hereby made obligatory and binding upon the heirs, executors, administrators, personal representatives and assigns of the parties hereto.

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

J.J. Daly,  
 Party of the First Part.

John F. Jamieson  
 Party of the Second Part.