mortgage the same as any other moneys herein mentioned.

The right of appraisement as provided by law is hereby waived or not at the option of the said mortgagee, heirs, successors or assigns, and all rights and benefits of homestead exemption and stay laws are hereby expressly waived.

IN WITNESS WHEREOF said mortgagor has hereunto set his hand and seal 29th, day of May A. D., 1909.

WITNESSES:

Tommie Escoe

(SEAL)

R. R. Randall

R. B. Rohinson

STATE OF OKLAHOMA, COUNTY OF McINTOSH.) SS.

BE IT REMEMBERED, what on this 29 day of May A. D. 1909, before me, the undersigned a Notary Public, duly commissioned and acting within and for the County and State aforesaid, personally appeared Tommie Escoe, to me personally well known to be the identical person described in and who is name is subscribed to the within and foregoing mortgage as the mortgagor, and he stated and acknowledged to me that he had subscribed and executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF I have hereunto set my hand and seal as such Notary Public, this day and year last above written.

R. R. Randall, Notary Public.

(SEAL) My commission expires August 31, 1911.- Notary Public, Checotah, Okla.

Filed for record at Tulsa, Okla., Jun. 7, 1909, at 8 o'clock A. M.

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

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CONTRACT FOR PARTY WALL.

THIS AGREEMENT, made and entered into t his 18th, day of May 1909, by and between E. D. mitchell and C. D. Jenal, hereinafter designated the first parties, and John B. Jameson, hereinafter designated the second party?

WITNESSETH: WHEREAS, the said first parties are the owners in Fee Simple of Lot Six (6) and of 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 disrtance of One Hundred and Forty Feet to the alley in said block; and

WHEREAS, the said second party is the owner of Lot Eight (8) and the South Sixteen (16) feet of Lot Seven (7) in said Block Eighty Nine (89), and;

WHEREAS, both said first parties and the said second party desires to ultimately wrect 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 said party wall may extend from the building line of Boston Avenue to the alley in said Block and shall be