

constructed of brick, and that one half of the said party wall and of the foundations thereof shall rest upon the said property of the said first parties and the other half upon the said property of 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 whenever he shall erect a building upon his said property, or whenever he shall sell, grant or convey away the same, he will pay to the said first parties, their heirs or assigns, an amount of money equal to the one-half of the actual cost incurred by said first parties in the erection of said wall and of the foundations thereof, it being hereby agreed that the cost of the brick work of said party wall shall be \$11.50 per thousand brick, wall measure, and that the cost of the cement foundation thereof shall be \$5.50 per cubic yard and that the figures and amounts above given shall be taken as the basis to determine the cost of said party wall and foundations.

It is hereby further contracted and agreed that, wherever the said second party, his heirs or assigns shall desire to erect or construct a building upon the above described property of said second party, said second party his 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, to a distance not more than one half of the thickness of said wall, to insert chimney or flue backs therein not more than one half of the thickness of said wall 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 said lands of the parties hereto. But the destruction of said 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 party hereto is to be taken to have hereby 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

John B. Jameson.

STATE OF OKLAHOMA, COUNTY OF TULSA. ) SS.

Before me, the undersigned, a Notary Public, within and for said County and State, on this 10th, day of May 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 hereto subscribe my name and affix 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 1909.

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