

Gertrude Buchanan, Notary Public.

Filed for record at Tulsa, Okla., Jun. 12, 1909, at 8 o'clock A. M.

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

[illegible]

MEMORANDUM OF AGREEMENT, made and entered into on this 13th, day of March A. D. 1909  
by and between M. B. Baird, party of the first part and S. F. Jones, <sup>and Simon Jones</sup> parties of the second  
part.

WITNESSETH: That Whereas, the said M. B. Baird is the owner of Lot numbered Nine in Block numbered fifty nine (59) in the City of Tulsa, Oklahoma, and Whereas, the said S. F. Jones and Simon Jones are the <sup>owner</sup> ~~own~~ of Lot numbered Eight in said Block numbered Fifty-nine in the City of Tulsa, Oklahoma, and Whereas, the said M. B. Baird is now erecting a certain building on said lot numbered nine in said block numbered Fifty-nine; and whereas, it is decided by and between the parties to this contract that they mutually agree to the erection of a party wall along the boundary line between said lots numbered eight and nine in said Block numbered Fifty Nine.

First: That the parties to this contract, their heirs and assigns, shall each have the right to erect a party wall on the lot line between said lots numbered eight and nine in Block numbered Fifty Nine in the City of Tulsa, Oklahoma, using thereof a space of not to exceed six and one half inches on either side of said lot line.

It is agreed that the said M. B. Baird in erecting his certain building on said lot line abutting and adjoining said lot numbered eight, shall use the sapace of six and one half inches from Lot Lot numbered eight, providing, that the wall that he erects shall be no less than thirteen inches in thickness.

That the said Baird shall pay for the building of said wall; that the parties of the second part, their heirs and assigns shall have the right to the use of said wall at any time hereafter, upon the payment of one half of the costs of constructing said wall, said costs shall be determined by each party selecting one competent person to decide the true value of said wall, and in their failure to agree on the value of said wall, then they shall select a third party, and in this event their decision shall be final.

SECOND: In case the said parties of the second part, their heirs and assigns at any time hereafter shall desire to erect a building on said lot numbered eight, that they will allow the use of six and one half inches off of said Lot numbered nine for the erection of a party wall, providing, however, said wall shall be no less than thirteen inches in thickness, one half of which shall be erected on said lot numbered eight and they shall pay for same, and the party of the first part, his heirs and assigns shall be permitted to use said wall upon the payment of one half of the costs thereof, which costs shall be determined as before stated.

THIRD: In case either of the parties to this contract desire to erect a one story building adjoining the lot line above mentioned, and the other party desires to erect a two story building or more adjoining said lot line, then the party building or using the