

Lester Curie, Notary Public.

Filed for record at Tulsa, Okla., Jun. 23, 1909, at 8 o'clock A. M.

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

[illegible]

THIS AGREEMENT, Made on the 19th, day of June 1909, between Fred H. Norcom, of Tulsa  
Tulsa County, Oklahoma, party of the first part, and Mrs. G. E. Thomas of Tulsa, Tulsa  
County, Oklahoma, party of the second part.

WITNESSETH THAT WHEREAS, Fred H. Norcom, party of the first part owns a parcel of tract of land, situated in the City of Tulsa, Tulsa County, Oklahoma, being Twenty Five (25) feet of Block Seventy Four (74) of Lot One (1) and Two (2) described as follows, beginning Fifty (50) feet west of the Southeast corner of Lot Two (2) Block Seventy Four (74), thence North One Hundred and twenty (120) feet to the North line of Lot One (1) Block Seventy Four (74); Thence West along said line of lot One (1) Block Seventy Four (74), Twenty Five feet (25), Thence South One Hundred and twenty (120) feet to the South Line of Lot Two (2), Block Seventy Four (74); thence East Twenty Five feet (25) to the point of beginning, and the party of the second part owns a parcel of land adjoining said first mentioned parcel on the West and running next to the same, the boundary line between the two parcels or tracts of land being Seventy Five (75) feet from Detroit Street, and parallel with said Street and:

WHEREAS, said parties are desirous that a party wall should be erected on the boundary line aforesaid.

NOW THEREFORE said parties have mutually agreed as follows:

That the party of the first part may erect and construct a party wall upon the boundary line between the two parcels, one half of said wall on each side thereof, and such depth as such first party shall see fit, and of ----- inches in thickness, of brick material workmanship, and in conformity with the building laws now in force in the City of Tulsa, Oklahoma, and shall keep the same in repair until used by the party of the second part, their <sup>heirs</sup> ~~heirs~~ or assigns after which the same shall be kept in repair at the joint expense of the owners of each parcel of said land.

That whenever the second party, her heirs or assigns, shall use said wall, she shall pay the party of the first part, at the time of such use, one half of the original cost of said wall, or of so much thereof as said second party shall use, such cost to be determined by certificate of contractor who constructed said wall.

It is mutually agreed by the parties hereto that either party may build said wall higher, thicker or deeper, taking due care not to injure the other party and doing the work wholly from his own side, unless the other side be vacant and doing all that may be necessary, as to carrying up flues, and the like, to leave the other owner as near as may be in as good condition as before; and using the same material as in the original wall, and good workmanship, and conforming to existing building laws, and one half of the value of such addition, when used by the other party shall be paid for alike the original constructure, but nothing herein contained shall entitle either party to place