

day of May 1909, personally appeared G. R. McGullough, to me known to be the identical person who executed the within and foregoing instrument of release, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

WITNESS my hand and official seal, the day and year last above written.

A. E. Bradshaw, Notary Public.

(SEAL) My commission expires Sept. 1, 1910.

Filed for record at Tulsa, Okla., Jul. 6, 1909, at 10.40 o'clock A. M.

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

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ORIGINAL

PARTY WALL CONTRACT.

THIS AGREEMENT, made and entered into this 8th, day of June A. D. 1909, by and between J. J. Culbertson of Paris Texas, party of the firstpart, and C. P. Alexander, of Tulsa, Oklahoma, party of the second part.

WITNESSETH: THAT WHEREAS, party of the first part has erected a wall along the line between the proper ty of the parties hereto . to-wit:

A line through Lot Five (5) in Block 119, in the City of Tulsa, Oklahoma, parallel with and ten (10) feet Southerly from the Northerly line of said Lot 5; said wall resting equally on the Southerly and Northerly sides of said line, and having the following dimentions, to-wit: Foundation  $4\frac{1}{2}$  feet by  $1\frac{1}{2}$  feet by 103 feet; first story 26 inches by seventeen (17) feet ~~by~~ 103 feet; second story 21 inches by Twelve (12) feet ~~by~~ 103 feet; fire wall 13 inches by Seven (7) feet by 103 feet, and;

WHEREAS, party of the first part, for and in consideration of the sum of \$863, receipt of which is hereby acknowledged, has sold to the party of the second part, and undivided  $\frac{1}{2}$ ; interest in the said wall, to be freely used by the said party of the second part, in erecting such building or buildings as he may desire on the property abutting on, and covered by said wall

THEREFORE, it is mutually agreed by and between the parties hereto, that the party wall agreement heretofore made by and between the party of the first part and J. H. Mc Birney, shall be super ceded by this agreement, and such old agreement to be of no further force and effect.

It is further agreed that either party hereto, may make and use of said wall consistent with the safety of the wall, and may make any addition thereto he may desire at his own expense; one half of the cost of such addition to be paid by the party making the same at such time as the other party may desire to make use thereof.

It is further agreed that the expense of maintaining the said wall in a serviceable condition, shall be bore equally by the parties hereto.

It is further agreed that any alterations made by either party for his own especial benefit, shall be paid for by such party without liability on the part of the other party.

It is further agreed that this contract shall be perpetual and binding in all its terms, upon the heirs, executors, administrators and assigns of both parties.

IN WITNESS WHEREOF, the parties herewith set their hands, this 9<sup>th</sup> day of June A. D. 1909.

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

C. P. Alexander, Party of the Second Part.