

A G R E E M E N T.

THIS AGREEMENT, Made and entered into this 21st, day of June A. D. 1909, by and between C. A. Owen, party of the first part, and Rachel C. Brady, party of the second part

WITNESSETH: Whereas an action was commenced in the United States Court for the Western District of Indian Territory in 190-- by J. M. Cline, Administrator of the estate of Daniel F. Budd, deceased, against Rachel C. Brady and said action is still pending in the District Court of Tulsa County, Oklahoma.

AND WHEREAS, said action was for the recovery of a certain sum of Money, amounting to about Three Hundred Fifty Five (\$355.00) Dollars, with interest from March 15th, 1904 alleged to be due on a one half interest in a party wall on the south side of real estate North of the Frisco Railroad Right-of-way, on Main Street, in the City of Tulsa, Oklahoma, described in said petition as follows, to-wit:

Twenty Five by Ninety Two (25 by 92) feet in Lot numbered Two (2) in Block numbered Sixty (60) of the said Town of Tulsa, described as follows: Commencing at a point on the East line and Seventy Five (75) feet North of the Southeast corner of the said Lot Two, and running Southwesterly on a line parallel to and Seventy five feet distant from the South line of said lot Ninety Two (92) feet; thence along the West line of said Lot, North Twenty Five (25) feet; Thence Northeasterly, parallel to the first line, Ninety Two (92) feet, and thence Southeasterly along east line of said Lot Twenty Five (25) feet, to place of beginning.

WHEREAS, said C. A. Owen purchased said property on the ---- day of November 1904

AND WHEREAS, said C. A. Owen has been made a party to said suit;

AND WHEREAS, The said second parties have an agreement with said first party whereby said first party was to assume the payment of the part of the party wall, which said second parties agreed with said Budd, deceased to pay:

AND WHEREAS, the said party hereto has agreed upon the settlement of said action;

NOW, THEREFORE, in and for the consideration of One (\$1.00) Dollar, paid to first party and of the covenants, agreements and conditions herein set forth, the parties hereto agree as follows:

That the said party will fully settle and satisfy said above named litigation with said Administrator of said Daniel Budd, deceased, and have said action dismissed with prejudice, free of cost to said first party.

Said first party agrees to execute and deliver unto said second party a General Warranty Deed in and to the Tract of land situated in Tulsa, Oklahoma, bounded and described as follows, to-wit:

That part of Lot 8, Block Sixty (60); beginning at a point on the alley in said Block Ninety (90) feet south of the NE corner of said lot, thence Thirty Five (35) feet south; thence Westerly Seventy Two (72) feet to the East side of Lot Six (6); thence Northerly Thirty Five Feet (35); thence East Seventy Two (72) feet to point of beginning, according to recorded plat of original townsite of Tulsa, Oklahoma.

On said above described land said second party agrees to erect within ninety days from this date a one story brick building. The south end of said building shall be built upon the property line of adjoining premises, owned by said first party and a brick wall not less than thirteen inches in width shall be the south wall of said building and the middle of said wall may be extended along the property line, between the property above conveyed and that immediately adjoining the same on the south owned by first party, said second party shall build and construct said wall free of cost, charge or expense