tance back from the front of said Lot, as party of the second part may desire, it being understood that the party of the second part shall put in a foundation and wall of sufficent strength to support a three story building should a building of that height: eyer be desired by either party.

It is further agreed and understood that the party of the second part shall ascertain the exact cost of said wall and foundation separate and apart from the other portion of her building, and shall give party of the first part statement of same Party of the second part agrees to pay the expenses of erecting said wall and foundation.

PARTY of the first part agrees to repay party of the second part one half of the actual cost of erecting said wall and foundation whenever she, the heirs of J. D. Hagler or their assigns may use said Wall or sell said lot.

It is further agreed and understood that should the party of the first part, her successors or assigns, or the purchasers, or their heirs ever desire to erect a buil ding higher then the building erected by party of the second part, not to exceed three stories in height, then they shall have the right to build said wall to sufficient height for their building, and party of the second part, her heirs and assigns, agrees to pay one half of the actual costs of same, whenever they may use said portion of said wall or sell said North 25 feet of said Lot 7.

Margaret Hagler, Admx.
Octavia Owens
A. B. Owens.

STATE OF OKLAHOMA, ) : SS. T U L S A COUNTY. )

Before me, the undersigned Notary Public, in and for Tulsa County, Oklahoma, personally appeared Margaret Hagler, Administratrix of the estate of J. D. Hagler, deceased, and Octavia Owens, to me known to be the identica parties who executed the above and foregoing instrument, and each for herself acknowledged to me that she had executed said instrument of her own free and voluntary act and deed, for the uses therein set forth.

WITNESS my hand and seal as such Notary Public, this 29 day of April 1909.

Vona Clay, Notary Public.

(SEAL) My commission expires June 11, 1910.

Filed for record at Tulsa, Okla., Jul. 29, 1909, at 2.10 o'clock P. M.

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

ASSIGNMENT OF RENTS.

KNOW ALL MEN BY THESE PRESENTS:

That we the undersigned W. F. Hall amd Rosie E. Hall, his wife of Broken Arrow of Tulsa County, Oklahoma, for and in consideration of Seven Hundred Fifty (\$750) Dollars to us as a loan in hand paid by the Union Sayings Association, of the City of Sioux Falls Minnehaha County, State of South Dakota, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby assign, transfer and set over to the said Union Savings Association, as collateral security for said loan, the rents and profits realized and to be realized by us for the period of eight years from the date hereof