

AGREEMENT.

THIS AGREEMENT, Made and entered into this 31st, day of May 1909, by and between C. C. Drew, of Tulsa, Oklahoma, party of the first part, and Emma Drew of Tulsa, Oklahoma, party of the second part.

WITNESSETH: WHEREAS, The said party of the first part is the owner of 50X100 feet of ground at the North West corner of Third and Boston Streets, described as 50 feet off of the east end of Lot Three in Block 105 in the City of Tulsa, Tulsa County, Oklahoma, and,

WHEREAS, said first party has contracted for the erection on his said lot of a five story brick office building 50X90 feet, and,

WHEREAS, the second party has agreed to pay one half of the costs of erecting said building, and

WHEREAS, said first party has agreed to sell and convey unto second party the west twenty feet of said Lot for the Consideration of Five Thousand Dollars:

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar to each other in hand paid, it is agreed as follows:

I.

Said first party shall convey by good and sufficient warranty deed to second party fee simple title to the following described real estate, to-wit:

The West Twenty (20) feet of the East Twenty (20) feet of said Lot Three in said Block 105 in the City of Tulsa, upon the payment to first party by second party as full consideration therefor the sum of Five Thousand (\$5000.00) Dollars.

II.

It is further agreed that the said building upon the whole of said lot as hereinbefore mentioned shall be forthwith commenced and carried to completion with all due diligence and that said second party shall and does hereby bind herself, her heirs, executors and administrators to pay or cause to be paid the equal one half part of the cost of the construction of said building.

III.

It is further agreed by and between the parties hereto that in consideration of the second party bearing one half of the cost of said building, that all the income, rents and profits accruing from the use and occupation of the basement, second floor, third floor fourth floor and fifth floor of said building shall be equally divided between the parties hereto.

IV.

It is further agreed that the party of the first part shall have the free use of and occupation of the store room or Banking room and offices of the first floor as constructed or to be constructed upon the east thirty feet of said lot, and that second party shall have the free use and occupation of the store room on first floor of said building to be constructed on the West Twenty Feet of said Lot, without let or hinderance from the other party hereto.

V.

It is further agreed by and between the parties hereto that all taxes, insurance, and repairs, except repairs as to the store and banking rooms to be used and occupied by the respective parties as aforesaid, shall be borne equally by the respective parties hereto.

VI.

It is further agreed that all the provisions and conditions of this contract shall