

IT IS THEREFORE AGREED by and between the parties, that the said first party may erect a partition wall upon the line between said parcels of ground with suitable foundation for a store building, and that such partition wall shall extend six inches in width, over the line on to the lot of the said second party, and for Ninety feet in length. That said partition wall shall have a shoulder extending along said wall, one foot below the grade of the side walk in front of such building for the support of the floor joice of such building, and openings in the walls twelve feet above the side walk grade, and sixteen inches apart for the support of ceiling joice of any building to be erected by said second party upon his said parcel of ground, and the said second party agrees to pay to the said first party, one third of the cost of said wall, including foundation for such parts of the wall as said secnd party may use, subject to the building restrictions upon said parcel of ground, such payment to be made whenever the wall is used, and it is agreed that one third of the wall including foundation for an average of fourteen feet in height and sixty feet in length cost, and is worth, One Hundred and Thirty Six Dollars (\$136.00) and upon payment being made as a foresaid, the said second party shall become the owner of and entitled to the possession, and use of One Third of the said partition wall.

Witness:

G. D. Pierce

F. M. Rodolf

G.H. Dietrich

M. L. Foster.

Filed for record at Tulsa, Okla., Sep. 2, 1909, at 8.25 o'clock A. M.

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

GENERAL WARRANTY DEED.

THIS INDENTURE, Made this July day of 22nd, A. D. 1909, between James D. Capron, Junior, a single man, of the City of St. Louis, in the State of Missouri, party of the first part, and Edwin Ettinger, of Saint Louis, Missouri, party of the second part.

WITNESSETH, the said party of the first part, in consideration of the sum of Three Hundred and Fifteen and no/100 Dollars, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell and convey unto the said party of the second part, his heirs and assigns, all the following described real estate, situated in the County of Tulsa, Oklahoma, to-wit:

All of Lot Thirty Eight (38) of Block Thirty Eight and Lot Forty Three (43) in Block Forty Three (43) of West Tulsa Addition, to the Town of West Tulsa, Oklahoma, a subdivision of the East Half of the North West Quarter of Section Fourteen, Township Nineteen North, Range Twelve East, according to the amended plat thereof.

TO HAVE AND TO HOLD THE SAME, together with all the appurtenances thereunto belonging or in anywise appertaining forever.

And said part for himself, his heirs, executors or administrators, does hereby covenant, to and with the said party of the second part, that he will warrant and forever defend the title to the same unto the said party of the second part, his heirs and assigns against all and every person whomsoever, lawfully claiming the same.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year first above written.

James D. Capron, Jr.

(SEAL)