

Wherefore, we the parties hereto grant and convey to each other the rights and privileges as herein set forth to the use and benefits of a party wall as conditioned herein, and for that purpose to insert beams for said building into said wall, to the extent of inches, to insert chimney backs therein to the extent of inches, and to insert or tie the courses of the front and rear walls into said party wall as may be necessary, and to keep and maintain such use of said party wall as the same shall stand. And the parties mutually covenant and agree, that if it shall ever become necessary to repair or rebuild the whole, or any portion of the said wall, the expense thereof shall be born equally by them when being used by both of them, their heirs or assigns; and that whenever the said party wall, or any portion thereof, shall be rebuilt, it shall be erected on the same spot where placed as per terms of this contract, of the same materials and of like kind and quality.

This agreement shall be perpetual and shall at all times be construed as a covenant with the land, but no part of the fee shall be conveyed hereby.

To this we bind ourselves our heirs and assigns.

Witness our hands the day and year first above written.

J.D. Finley

I.T. Cosby

State of Oklahoma, County of Tulsa, SS.

Before me a notary public in and for the county and state aforesaid, personally appeared J.D. Finley and I.T. Cosby, persons to me well known who signed the foregoing instrument and acknowledged them same to be their free act and deed for the purposes therein named.

Witness my hand and official seal this--day of February 1910.

(seal)

W.A. Reynolds, Notary Public

My commission expires June 15th, 1913

Filed for record at Tulsa, Okla Dec 31, 1910 at 9:30 A.M.

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

COMPARED

RELEASE OF MORTGAGE.

Know all men by these presents:

Whereas, on the 20 day of Sept. 1910, a certain mortgage was executed by me F. R. Hotchkiss mortgagor, to H. B. Smith, mortgage for the sum of One Hundred & Thirty-one & 50/100 Dollars, upon the following described real estate, viz

Lot (17) of Blk Twelve (12) of Hall & Gillette Addition to city of Tulsa, According to record plat thereof. which said mortgage is recorded in Vol. 82 of mortgages, on page 211 of the records of Tulsa County, State of Oklahoma.

Whereas, the note secured by the said mortgage has been paid in full. Now therefore I, H. B. Smith the above named mortgagee do hereby remise, release and forever quit-claim all my right, title and interest in and to the above mentioned property which I may have acquired by virtue of said above named mortgage to F. R. Hotchkiss, the said mortgagors, their heirs or assigns, forever.

Witness my hand this 17th day of November 1910

H.B. Smith

State of New York, Allegany County, ss

Before me Frank Macken a Notary Public in and for said County and State on this 17th day of November 1910 personally appeared H. B. Smith and to me known to be the identical person who executed the within and foregoing instrument and acknowledged