

(See Page 634)

CONTRACT FOR PARTY WALL.

This agreement, made this 11th day of February 1910, between J. D. Finley of the first part and L. T. Cosby of the second part, witnesseth:

That, whereas, the said J. D. Finley is the owner of the south twenty-five feet of lot numbered eight and the south twenty-five feet of the north seventy-five feet of lot six, in block fifty-nine and the said L. T. Cosby is the owner of the north fifty feet of lot eight and six, in said block fifty nine, immediately adjoining the said lands of the said J. D. Finley, on the north side, on which lots of the said J. D. Finley, the said J. D. Finley, contemplates the erection of a building, whereas it has been agreed between them, that either party hereto in erecting a building upon said premises above described, that wall adjoining the others said lands shall be erected a good and substantial wall at least 18 inches thick, or as may be required by city ordinances one half of which to be upon the lands of the said J. D. Finley and the other half upon the lands of the said L. T. Cosby and to be a party wall, the one first so erecting shall pay the full price of said party wall, and should the other so desire to erect a building thereafter, he shall pay to the other party one half of the actual cost of said party wall and shall have the use of said party wall as a party wall, pay interest on same if not used in 1 year.

The party first building such building shall keep a correct account of the cost of said party wall.

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 maybe 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 running 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

L. T. Cosby

STATE OF OKLAHOMA SS
COUNTY OF TULSA

Before me a notary public in and for the county and state aforesaid, personally appeared J. D. Finley and L. 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)
MY Commission expires June 15th 1913.

W. A. Reynolds, Notary Public