

and assigns, for the residue of the term mentioned in the above mentioned lease, subject to the proportionate yearly rent and covenants therein reserved and contained, on the part of the said E. H. Bispham, to be done kept and performed.

Witness my hand this third day of February, 1910.

E. H. Bispham.

State of Oklahoma, County of Muskogee, SS.

Before me a notary public in and for the county and state of aforesaid, personally appeared E. H. Bispham, single, and acknowledged that he signed and executed the above instrument of writing for the uses and purposes therein set forth.

Witness my hand and Notarial Seal this 3rd day of February 1910
(Seal) Lyle Decins, Notary Public.

February, 1910.

My commission expires June 23, 1912.

Filed for record Feb. 7, 1910 at 4:50 o'clock P. M.

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

CONTRACT FOR PARTY WALL.

This agreement made and entered into this 1st day of February, 1910 by and between Mary E. Hufft, hereinafter designated as the first party and F. R. Winters hereinafter designated the second party, WITNESSETH:

WHEREAS THE said first party is the owner in fee simple of Lot numbered five (5) in block numbered Eighty-nine (89), in the city of Tulsa, Oklahoma.

Whereas the said second party is the owner of said Lots numbered Two (2), Three (3) and Four (4) in Block numbered Eighty-nine (89), in the City of Tulsa, Oklahoma.

Whereas both the said first party and the said second party desires ultimately to erect a brick buildings on their said respective peoperties:

NOW, THEREFORE, in consideration of the premises and for the consideration herein below stated, it is hereby contracted and agreed between the parties hereto that the said first party may construct and erect a party wall along the line dividing the above described real estate of the respective parties hereto; that the said party wall may extend from the building line of Boston Avenue to the alley in said Block; and that six and one half (6 1/2) inches of said party wall and one half (1/2) of the footings or foundations of said party wall shall extend over and rest upon the said property of the said second party; that said party wall shall be built at the sole and exclusive cost and expense of said first party; but the said party hereby undertakes and agrees that he will pay his proportionate share of the cost and expenses of the construction of said party wall at the time and in the manner herein below stated. Whenever the said second party shall erect a building upon his said property above described, he will pay to said first party the cost and expenses incurred by them in erecting that portion of said party wall and of the foundations or footings thereof extending over and resting upon the said property for a distance of not less than 30 lineal feet in length and not less than two (2) stories in height, and such payment shall be made regardless of whether or not the building to be erected by said second party shall be of such dimensions as to require the use so much of said party wall as is specified above. The said payment to be made to the said first party