

shall be at the rate of \$11.50 per thousand brick, wall measure, and the rate of \$5.50 per cubic yard of cement foundation.

If the said second party shall, in the erection of his said building upon his said lot use more of said party wall and foundation than is specified above, he shall pay for such excess at the same rate as above specified. The said first party may, if she desire, provide a basement or cellar for her said building and may erect and construct the foundations and party wall with that end in view; but said second party shall not be held to pay for any portion of said party wall, exclusive of the foundations thereof, that may be below the first story of his building, except for such portions thereof as he may actually use in the construction of a cellar or for other purpose. If the said second party shall sell or convey his said property, he will, immediately upon the consummation of said sale and conveyance, make payment to said first party, on the basis above provided, for 30 lineal feet of said wall, two (2) stories in height, and six and one-half (6 1/2) inches in thickness, and his vendee shall have the same rights in respect to said wall be charged with the same obligations as are according to and imposed upon the said second party herein and hereunder, including the right to use any additional portions of said party wall and foundations in excess of 30 lineal feet two (2) story's high thereof, upon payment to said first party for such excess at the rate above specified.

It is hereby contracted and agreed that, whenever the said second party, his heirs or assigns, shall desire to erect or construct a building upon the above described property of said second party, said second party, his heirs or assigns, shall have the right to use said wall as a portion of said building, and for that purpose, shall have the right to insert beams therein for said building for a distance of not more than six and one-half (6 1/2) inches, to insert chimney or flue backs therein not more than six and one half (6 1/2) inches and to insert or tie the courses of the front and rear walls of said building into said party wall as far as may be proper and necessary for the security of said building and to keep and maintain said party wall as long as the same shall stand.

The parties hereto, their heirs and assigns, shall share equally in the use, possession and enjoyment of said party wall, each to have the same rights therein, and this agreement shall at all times be constructed as a covenant running with said lands of the parties hereto. But the destruction of the party wall by fire, earthquake or other providential cause shall work a termination of this contract and neither party hereto shall be held bound to rebuild or restore the same, unless a new contract shall be entered into between the parties to that effect, and neither of the parties hereto is to taken to have acquired any right, or title in fee-simple to the soil of the other upon which said party wall may rest.

Witness our names the day and year first above written.

Mary E. Hufft.
Party of the first part.

F. R. Winters.
Party of the second part.

State of Oklahoma,)
Creek County.) SS.

Before me, the undersigned a Notary Public within and for said county and state, on the 5th day of Feb. 1910, personally appeared Mary E. Hufft, known to me to be the identical person who executed the within and foregoing instrument of writing and acknowledged to me that she