

(Seal)

A. M. Laws, Notary Public.

My commission expires 2/23/1914.

Filed for record at Tulsa, Okla. Apr. 15, 1910 at 10 o'clock A. M.

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

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**COMPARED****CONTRACT.**

This agreement made and entered into this 27 day of January, 1910, by and between Samuel G. Kennedy, party of the first part and Rachel C. Brady, party of the second part, Witnesseth:-

Whereas, The party of the first part is the owner of Lot Number \_\_\_\_\_ in Block \_\_\_\_\_ and the party of the second part is the owner of Lot numbered South 50 1 & 9, of Block Number 60, all in the City of Tulsa, Tulsa County, Oklahoma. That the North line of the Lot of the property of the party of the first part, and the South line of the property of the party of the second part coincides and is identical.

Whereas, the party of the second part agree to build, and is actually building a seven story hotel on her lot, and it is the mutual desire of the parties hereto to have the South Wall of the hotel, now under construction, for a space of thirty feet from Main Street toward the rear of said Lot, a party wall, and to have a space for an area way, from a point on the line of said lots, thirty feet back from main Street to the rear of said Lots.

It is therefore agreed as follows: Party of the first part allows party of the second part to extend her column footings for said hotel over on the lot of the party of the first part 2 Feet 8 in. and to set columns for said hotel four and one half inches over on the lot of the party of the first part for a distance of thirty feet back from Main Street.

*herein* Party of the first part, in the consideration of the covenants and agreements contained, agrees to leave open and free of any building or obstruction forever, an area way two feet seven inches wide, adjacent to the North line of his said lot, space thirty feet west from main Street, and extending to the Alley in the rear of said lot, and the party of the second part agrees to leave her space of equal width and length on the South side of her lot opposite the space left by the party of the first part, open and free from any obstruction or building forever, it being the intention of the parties hereto to have the said area way five feet two inches wide, for the purpose of ventilation and passage way.

Party of the first part agrees to pay the party of the second part the sum of One hundred dollars (\$100.00) for his one half interest in said wall and the party of the second part agrees; that the party of the first part at any time he may hereafter decide to erect a building adjacent to said hotel, may attach his floor and roof joist to the concrete girders, and she agrees to make provisions for him to do so, and which building to be erected by him to correspond with the stories of said hotel, and the provisions to be made are to consist of angle irons anchored in to the girders at each story height of the hotel and the roof.

Party of the second part agrees to complete said South wall of said hotel building to the height of 7 stories within one year from this date or she is to