

umns 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.

Party of the first part, in the consideration of the covenants and agreements herein 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 provision 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 the girders at each story height of the hotel and the roof.

Party of the ~~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 refund the party of the first part the said One Hundred dollars.

It is agreed and understood that said area way shall be held for the uses and benefit of the said parties hereto, their heirs and assigns forever, and it is further agreed and understood that all provisions of this contract shall be binding on the parties hereto their heirs and assigns forever.

Witness our hands this 1st day of April 1910.

Samuel G. Kennedy

Rachel C. Brady.

Acknowledgment.

State of Oklahoma, County of Tulsa,

Subscribed and acknowledged and sworn to before me this the 1st day of April 1910.

(seal)

Robert E. Lynch, Notary public.

My com ex7/2/1910.

State of Oklahoma, County of Tulsa,

Before me Robert E. Lynch, a Notary public within and for the county and state aforesaid, on this 1st day of April, 1910, personally appeared Samuel G. Kennedy and Rachel C. Brady to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they had executed the same as their free and voluntary act and deeds for the uses and purposes therein mentioned and set forth.

Witness my hand and Notary Public seal the day and date above set forth.

(seal)

Robert E. Lynch, Notary public.

My commission expires July 2nd, 1910.

Filed for record at Tulsa, Okla Jul 15, 1910 at 8 o'clock A.M.

H.C. Walkley, register of deeds (seal)