

erly direction upon the North boundary line of said lot 3, a distance of fifty (50) feet; ~~east and meet boundary line of said lot 3 to the~~ thence running in a Southerly direction parallel to the South boundary of line thereof; thence running Easterly a distance of fifty (50) feet to point of beginning; which said tract of land is owned and held by the party of the second part. shall be and remain a party wall and be used as such by the parties hereto, their heirs, executors, administrators and assigns, each party having equal rights in regard thereto.

That either of the parties hereto shall be permitted to use said party wall in erecting buildings upon his said parcel and tract of land and may excavate upon said parcel or tract of land of the other party at and near the boundary line aforesaid between said tract of land for the required excavating underpending and extending to of the footings and foundation of the building or buildings desired to be constructed by either of said parties upon his said lot, and to go under the walls and foundation of the building of the other party upon the lot and parcel of land of such other party, and to cut channels for columns and girders in the aforesaid party wall all to whatever extend the party cutting such channel for columns and girders may require and deem necessary, not however, in cutting such channels to extend beyond the dividing line between said lots.

And the said party of the second part has granted, sold and conveyed and does by these presents, grant, bargain, sell and convey unto the party of the first part, his heirs, executors, administrators and assigns, the right to use the party wall now standing upon the boundary line between the two lots, tracts and parcels of land hereinbefore described.

And each of said parties aforesaid covenants and agrees to and with the other for the purpose of carrying out the work of building and excavating hereinbefore described at and near the said dividing line between said lots of land upon and under the land of the other party, that such party conducting such work shall employ skilled, care ful and competent labor, and will pay all damages if any, which may result to the other party from any want of care or skill on the party of the party conducting such work, his servants or agents, Such excavating to be conducted as far as may be possible in the nature of said work from the premises of the party conducting such work.

All the covenants and agreements mutually made by the parties hereto and the respective rights derived hereunder, shall extend to and be binding upon their heirs, executors, administrators and assigns forever.

IN WITNESS WHEREOF, We have hereunto set our hands this 16th day of July, 1910.

Lon R. Stansbery, Party of the first Part.
James M. Gillette,
Party of the Second Part.

State of Oklahoma, County of Tulsa, SS.

Before me C.R. Adams, a Notary Public in and for said County and State, on this 16th day of July, 1910, personally appeared Lon R. Stansbery and James M. Gillette, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

(seal)

C.R. Adams, Notary Public.

My commission expires 5/22/1913.

Filed for record at Tulsa, Okla. Jul. 16, 1910 at 4:20 O'clock P.M.

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