

equal owners thereof, upon the conditions hereinafter set forth.

Now therefore, in consideration of the Premises, and of the sum of one (\$1.00) dollar, each to the other in hand Paid, the receipt whereof being hereby acknowledged, the Party of the second Part hereby grants to the Party of the first Part the right to erect upon the north line of his said lot three (3), in said block ninety-two (92), in the city of Tulsa, one-half of a thirteen inch brick wall, beginning at the front line of said lot, and extending back a distance of eighty feet, said wall to be on and along the dividing line between the lot of first Party and the lot of second Party, as hereinbefore described one-half of said wall to be ^{upon} either side of said dividing line, said wall to be one-story high, and to be known as a Party wall.

It is further agreed and understood between the Parties, that first Party, shall bear all the cost and expense of the construction of said Party wall, and that in the event second Party desires to connect up to or use same, or join thereto by building upon his lot aforesaid, then he shall have the right so to do, upon repaying to first Party, the equal one-half Part of the entire cost of said Party wall; and first Party hereby grants and conveys to second Party the right to use and connect with said wall, so long as same shall stand, conditioned only upon his Payment to first Party of the one-half of the cost and expense of the building and construction thereof.

It is further mutually agreed, that if it shall hereafter become necessary to repair or rebuild said wall, or any Portion thereof, after second Party shall have Paid his Pro rata share of the cost thereof, then the expense of repairing or rebuilding the same, shall be borne equally by the respective Parties hereto, their heirs or assigns.

It is further agreed that if said wall shall be destroyed by fire or otherwise, before said Party of the second Part, shall have Paid his share of the cost thereof, then said first Party, his heirs or assigns, shall have the right to rebuild and reconstruct the same, upon the same location, and of the same or similar materials, and upon like conditions as herein set forth for said original wall.

It is further agreed that at any time after second Party shall have Paid his share of the cost and expense of said wall, that either Party shall have the right to construct upon said wall, a second story of like character and materials, the same to become a Party wall upon the same terms and conditions as herein set forth for said original one-story wall, either Party to have the right so to construct said second story wall, at any time he may see fit, and the other Party to have the right to use and connect thereto, conditioned only upon his Payment to the other Party of the equal one-half of the cost thereof, said wall in all respects to be governed by the terms of this contract as to the original wall.

This agreement shall be Perpetual, and shall be considered as a covenant, running with said respective lots aforesaid; but no Part of the fee of the soil upon which the wall is erected, shall Pass to or vest in the other Party.

Executed the day and date abovewritten.

H. C. Stahl

W. I. Reneau.

State of Oklahoma, Tulsa county, SS.

Before me, a notary Public within and for said county and state, on this 30th day of January, 1911, Personally appeared W. I. Reneau, to me known to be the identical Person who executed the above and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth

Witness my hand and notarial seal, the day and date above written.