

It is further agreed that in case of damage or destruction of said wall and any extension thereof, including the foundation, either party, their heirs and assigns, shall have the right to repair or rebuild the said wall, and said extension, and the other party whenever he desires to use the same shall have the right to do so upon the payment of one-half the expense of such repairing or rebuilding. It is further agreed between the aforesaid parties, that this agreement shall be perpetual, and at all times be construed as a covenant running with the land; and that no part of the fee of the soil upon which the party wall above described stands shall pass or be vested in either party in any other manner than if this agreement had not been made.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals the date first above written.

Witness:
William J. Bryson

Samuel P. [unclear]

Witness:
William J. Bryson

✓

Joe R. Bryson, Jr.
Joe R. Bryson, Jr.

Charles L. Potter, Jr.
Charles L. Potter, Jr.
Parties of the first part.

J. B. Lancaster, Jr.
J. B. Lancaster, Jr.
Party of the second part.