

of ground in said lot 13, adjoining the said strip, a brick wall, which said brick wall shall rest half on the land belonging to said first parties and half on the land belonging to said second party; said wall to be eighteen inches wide, to be high enough to properly protect and support said brick building and a sufficient fire wall, to be supported by a suitable foundation of concrete or stone but it is agreed by the said parties of the first part that in case it is necessary to have the foundation broader than the wall, in order to furnish said wall proper support, said second party shall have the privilege to use enough space below the surface of the ground on said lot 14, to make proper support for said wall and second party agrees to use a like amount of his own ground on the other side of said wall.

And it is agreed by and between the parties hereto that the said wall shall be owned by them jointly but shall ~~be owned by them jointly~~ but shall be used at the present expense of said party of the second part, and that if said parties of the first part shall at any time in the future build on said lot 14, they shall have the right to use said wall, or so much thereof as they may desire to use, upon paying to said party of the second part, one half of the actual cost thereof or such part thereof as they may use.

Said cost shall be determined by three appraisers, who shall be men familiar with the cost of construction and materials used in said wall and shall be chosen as follows: said first parties to select one, said second party to select another and the two so chosen to select a third and they three shall decide upon the actual cost of the said wall.

This contract shall be binding upon the heirs, executors, administrators, assigns or grantees of the parties hereto.

In witness whereof, we have hereunto set our hands this the day and year first above written,

Mary R. Neal,
Fannie L. Reese,
Juvenita Hall Scott.