

or total destruction thereof; and when any portion of any wall so built, extended or re-built shall be used by the party, or by the legal representatives or assigns of the party, by whom the portion of the wall so used was not constructed, he or they shall pay to the party who constructed the same, or to his or its legal representatives or assigns, one-half of the value at the time of such use, of the whole or such portion of the wall, including the foundation thereof, so used by him or them; and that sum so to be paid shall, until paid, remain a charge upon the land of the party liable to pay the same; but no covenant herein contained shall be binding on any person or persons, except as to breaches committed during his or their seisen of, or title to, the said lots; whenever any party wall built under this agreement shall be extended in highth the chimney previously built in such wall shall be carried up to the proper highth and any injury caused thereby shall be made good, all at the expense of the party making the extension; provided however, that no extension in highth above thirty-five feet from the level of the foundation shall be made by either party without the written consent of the other party; and in case of dispute as to any value hereinbefore mentioned, the amount thereof shall be referred to two dis-interested parties to be appointed one by either party hereto, or by their legal representatives or assigns, and said referees, in case of disagreement shall choose a third party as arbitrator and the majority decision of this board of arbitration shall be binding upon both parties hereto.

In witness whereof the said party of the first part has caused its name to be subscribed hereto by its president and its seal to be affixed by its secretary and the said party of the second part has hereto subscribed his name the day and year first above mentioned.  
Attest:

A. E. Townsend  
Secretary

(CORPORATE SEAL)

Skiatook Lodge No. 416, A.F. & A.M.  
Skiatook, Oklahoma.

Frank E. Reynolds

President.

T. F. McVay

Party of the Second part.

COMPARED

State of Oklahoma }  
County of Tulsa } ss.

Before me, a Notary Public in and for said county and state on this 20th day of June, 1923, personally appeared Frank E. Reynolds, to me known to be the identical person who subscribed the name of the makers thereof to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

Witness my hand the day and year above written.

My commission expires January 7, 1924

(SEAL)

L. L. Wiles, Notary Public

State of Oklahoma )  
County of Tulsa ) ss. Before me, a Notary Public in and for said county and state on this 20th day of June, 1923 personally appeared T. F. McVay, to me known to be the identical person who executed the within 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 the day and year above written.

My commission expires January 7, 1924

(SEAL)

L. L. Wiles, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, June 22, 1923 at 4:00 o'clock P.M. in Book 451, page 527

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk