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1896

### Contract, The Caney Lodge No. 324, A.F. and A.M., 1896

J. E. Stone

D. H. Plummer

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C O N T R A C T.

IT IS HEREBY CONTRACTED AND AGREED, By and between "CANEY LODGE NO. 324, A. F. and A. M., BUILDING ASSOCIATION" of Caney, Kansas, a corporation duly organized and existing under and by virtue of the laws of the State of Kansas, party of the first part, and W. W. Smith, <sup>Smith his wife</sup> of Caney, Kansas, party of the second part, as follows, te-wit:

Said first party hereby agrees to build and construct a second story room over and above the building now situated and standing on lot 27, block 54, of the First Addition to the City of Caney, Kansas, and complete the same on or before the first day of July, 1896.

Said first party agrees to hold and preserve harmless from damages and waste the party of the second part while said upper story is being built and constructed; And further agrees to pay one-half of all taxes assessed against said lot and block after the said upper story is completed.

Said second party hereby agrees that he will grant to said first party the full right of ingress and egress to said upper story when so built and constructed and during the period of construction from the outside of the building now standing on said lot and occupied by D. H. Plowman.

Said second party further agrees that after said building is completed as aforesaid, he will execute a contract of conveyance to said first party of the said upper story as then built and constructed, granting the free use, right of occupation, and with all interest and title thereto to said party of the first part, upon the conditions being performed as above set forth on the part of the said first party.

Said party of the first part to have the full right to use, occupy and enjoy the room and building so constructed by it over and above the premises now owned and occupied as a one story building on the lot and block aforesaid.

Said party of the second part also agrees that party of the first part may construct and build and attach to the said building, as it now

stands, on the outside thereof, a stairway with all necessary appli-  
ances and appurtenances for the construction and use thereof; said  
stairway to be constructed in conformity to the ordinances of the city  
of Caney and its lawful authorities.

It is mutually agreed by the parties hereto that this contract  
shall be binding upon the lawful successors and assigns of the said  
party of the first part, and upon the heirs and representatives of  
the said party of the second part.

In witness whereof the said parties have hereunto executed this  
contract in duplicate, and set their hands this \_\_\_ day of January,

A. D. 1896.

*Caney Lodge Number 324 A F & A M Building Association*

By *J. E. Stone*, President } Party of the  
*D. H. Plummer*, Secretary } First Part

*W. W. Smith* } Party of the  
} Second Part



Contract

Caney Lodge #357 A.M. B. A.

W. W. Smith