

State of South Carolina,

County of Greenville.

Agreement this day between Wilton H. Earle and Mrs. Margarite G. Earle, of the first part, and Albirta J. Hobbs, of the second part.

Witnesseth: That Wilton H. Earle, one of the parties of the first part, hereby waives for himself, his heirs, executors and administrators and assigns, unto Albirta J. Hobbs, party of the second part, her heirs, executors and administrators, and assigns, all right which he has, or might have, in a ten-foot alley situate directly back of his property, now known as 805 East North Street, City of Greenville, formerly 803 East North Street (there having been recently a change of numbering in the block where the lot is situated); it being agreed that the party of the second part will construct within a reasonable time a stone or concrete wall on the dividing line between the properties of Wilton H. Earle and that of Albirta J. Hobbs for the portion of same where a concrete wall is not now placed; and it being also agreed that the party of the second part will within a reasonable time construct a stone or concrete wall on the dividing line between the property of Wilton H. Earle and what has been a ten-foot alley. The height of the wall is to be reasonable. It is further agreed that on the wall constructed, both on the dividing line between the properties of Wilton H. Earle and Albirta J. Hobbs and also on the dividing line between the property of Wilton H. Earle and the alley; there shall be placed what is known as a metal cyclone fence by the party of the second part, this to be done within a reasonable time from this date. The payment of the walls herein mentioned and also the fence is to be made by the party of the second part. It is agreed that the ownership, when constructed, of both the walls and the fence which are placed on same as mentioned in this paragraph, shall be jointly between Wilton H. Earle and Albirta J. Hobbs, their heirs, executors, administrators and assigns.

That Mrs. Marguerite G. Earle, one of the parties of the first part, hereby waives for herself, her heirs, executors and administrators and assigns, unto Albirta J. Hobbs, her heirs, executors and administrators and assigns, all right which she has or might have to that portion of the ten-foot alley which is directly back of her property, formerly known as the Rowley Property, East North Street, City of Greenville, measuring as follows: Commencing at the line of the property between that of Wilton H. Earle and that of Mrs. Marguerite G. Earle and extending ten feet, more or less, toward Glover Street, it being understood that the party of the second part is to have all the alley which adjoins her lot purchased the year 1920, and on which she is now erecting a dwelling house, it being agreed that the party of the second part will within a reasonable time construct a stone or concrete wall on the dividing line between the properties of Mrs. Marguerite G. Earle and what has been known as a ten-foot alley for the distance herein mentioned to-wit: Commencing at the line between Wilton H. Earle and Mrs. Marguerite G. Earle on the alley, and extending about ten feet toward Glover Street. The height of the wall is to be reasonable. It is further agreed that on the wall constructed there shall be placed what is known as a metal cyclone fence by the party of the second part, and this is to be done within a reasonable time from this date. The payment for the walls herein mentioned, and also for the fence, is to be made by the party of the second part. It is agreed that the ownership, when constructed, of both the walls and fence which are placed on same, shall be jointly between Mrs. Marguerite G. Earle and the party of the second part hereto, their heirs, executors, administrators and assigns.

It is further agreed that the walls and fence shall be so constructed by the party of the second part that they shall take care of the surface water from the property of the parties of the first part herein as well as the water from the roofs of the dwelling houses on the property of the parties of the first part herein, which now pours into the alley which is intended to be closed by the parties hereto.

Witness our hands and seals this 18th, day of August 1920.

Witnesses:

Virginia Simkins,

Mary Berry.

Wilton H. Earle, (L.S.)

Marguerite G. Earle, (L.S.)  
Parties of the first part

Albirta J. Hobbs, (L.S.)  
Party of the Second part.

State of South Carolina,

County of Greenville.

Personally appeared before me Virginia Simkins and made oath that he saw the within named Wilton H. Earle, Mrs. Marguerite G. Earle and Albirta J. Hobbs sign, seal and as their act deliver the within written instrument for the uses and purposes therein stated; and that she with Mary Berry witnessed the execution thereof.

Sworn to before me this 18th, day of August, 1920.

Mary Berry (L.S.)

Notary Public, South Carolina.

Virginia Simkins.

Recorded Feby. 26th, 1921.

State of South Carolina,  
County of Greenville.

For value received I, S.K. Tindal, by H.B. Tindal, as Attorney in fact, do hereby release and relinquish the within described property from the lien of a mortgage given to me by the Poinsett Realty Company, on the 25th, day of June, 1919, in the sum of Fifty two thousand Dollars, which said mortgage is recorded in the R.M.C. Office for Greenville County in Book 42, page 169.

In witness whereof I do hereto set my hand and seal this 31st, day of March A.D. 1921.

In presence of:

Helen A. Morgan,  
B.A. Morgan,

Mrs. S.K. Tindal (Seal)  
By H.B. Tindal,  
Attorney in Fact.

State of South Carolina,  
County of Greenville.

Personally appeared before me Helen A. Morgan who on oath says that she saw the above named S.K. Tindal by H.B. Tindal, Attorney in fact, sign, seal and as her act and deed deliver the above written release, and that she with B.A. Morgan witnessed the execution thereof.

Sworn to before me this 31st,

day of March, A.D. 1921.

B.A. Morgan (Seal)

Notary Public for S.C.

Helen A. Morgan.

"For the Deed to the above Release, see deed book #64, at page 326".

Recorded April 6th, 1921.