

and their heirs and assigns all her interest and estate and also all her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Given under my hand and seal,)
 this nineteenth day of)
 November, A. D. 1945.)
L. P. Patterson (L.S.))
 Notary Public for South Carolina.)

Josephine Campbell

Recorded November 19th 1945 - - at 1:27 o'clock P.M. -- #13577- By:EC

STATE OF SOUTH CAROLINA,)
 COUNTY OF GREENVILLE.)

WALL AGREEMENT.

WHEREAS, NELL W. MERRITT is the owner of that lot of land with a three story brick building thereon lying on the East side of South Main Street in the City of Greenville which was conveyed to her by deed of Frances C. Mosebach, et al by deed dated August 3, 1945 and recorded in Deed Book 278 at page 408, RMC Office for Greenville County, S. C., and

WHEREAS under an agreement heretofore made by Alice Ferguson, the former owner of said property, which is of record in the RMC Office for Greenville County in Deed Book PPP at page 333, J. H. Rush, Mattie Childress Rush and Sarah Aiton Davenport, the owners of the property lying North of and adjacent to the property of Nell W. Merritt, have a right to tie on to and use the north wall to a height of three stories lying on the property of Nell W. Merritt running back to a depth of 106 feet; and

WHEREAS a former owner of the property now belonging to J. H. Rush, Mattie Childress Rush and Sarah Aiton Davenport did heretofore construct a 13 inch wall two stories in height as an extension to the east end of the three story 17 inch wall above mentioned, all of said two story 13 inch wall being located on property of Nell W. Merritt; and

WHEREAS the parties hereto desire to make some agreement providing for the use of said two story 13 inch wall, all of which now lies within the boundary of the property of Nell W. Merritt.

NOW, THEREFORE, in consideration of the premises and of the mutual benefits accruing to each of us, we do hereby mutually agree,

(1) That the two story extension of the 17 inch wall hereinabove referred to shall remain on the property of Nell W. Merritt as constructed by the former owner of the property now owned by the said J. H. Rush, Mattie Childress Rush and Sarah Aiton Davenport, and the said J. H. Rush, Mattie Childress Rush and Sarah Aiton Davenport, their Heirs, Executors, Administrators and Assigns shall have the right to tie on to and use said two story 13 inch wall so long as it shall stand.

(2) That Nell W. Merritt, her Heirs, Executors, Administrators and Assigns shall and may use said two story 13 inch extension wall so long as it shall stand on her property without payment of any portion of the cost thereof.

(3) That either Nell W. Merritt, her Heirs, Executors, Administrators and Assigns or J. H. Rush, Mattie Childress Rush and Sarah Aiton Davenport, their Heirs, Executors, Administrators and Assigns may, at any time hereafter, so long as the two story 13 inch wall shall stand, at their own cost and expense, increase the height thereof for such additional stories as they may see fit. Should the other party thereafter desire to made use of the increased height of said wall or any part thereof, then such party shall have the right to do so upon payment of one-half of the cost of the portion of the said additional height used, based upon values as of the time of payment.

(over)