

TITLE TO REAL ESTATE

3733 PROVENCE-JARLAND CO.-GREENVILLE

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

AGREEMENT.

WHEREAS, Lucie H. Bruce and J. Hagood Bruce own a certain lot of land on the west side of North Main Street in the City of Greenville fully described in deeds made to them by W. C. Cleveland, recorded in Volume 193 at page 112, and by H. J. Haynsworth, et al, recorded in Volume 184, page 390, in the R. M. C. Office for Greenville County, S. C., and

Whereas, Harold C. Smith, Eugene B. Smith, Claude D. Smith and Alfred T. Smith own a lot situate on the west side of North Main Street in the City of Greenville, conveyed to them by Hattie D. Smith by deed recorded in the R. M. C. Office for Greenville County, S. C., in Deeds Volume 96 at page 316, which lot lies immediately south of and adjacent to the lot of Lucie H. Bruce and J. Hagood Bruce hereinabove referred to; and

WHEREAS, the predecessors in title of Lucie H. Bruce and J. Hagood Bruce did heretofore erect upon the lot of land now owned by them a brick building, the south wall of which is 13 inches in thickness, and is built along the joint line of the property of the parties herein, one-half of said wall resting on the property of Lucie H. Bruce and J. Hagood Bruce and one-half being on property of Harold C. Smith, Eugene B. Smith, Claude D. Smith and Alfred T. Smith, at the point fronting on the west side of Main Street, said wall running west from said point on Main Street, bearing slightly to the north, so that at the rear corner of said lots, 130 feet from the west side of Main Street, said wall lies entirely within the boundary of the lot of the said Lucie H. Bruce and J. Hagood Bruce.

WHEREAS, the said Harold C. Smith, Eugene B. Smith, Claude D. Smith and Alfred T. Smith propose to erect a brick building on the lot owned by them and referred to above and desire to tie on to and make use of a portion of the 13-inch brick wall now located on the joint line of the parties to this agreement and desire to compensate and pay to the said Lucie H. Bruce and J. Hagood Bruce one-half of the cost or value of that portion of said wall now to be used by them, which one-half of the cost or value of such portion has been agreed upon by the parties as amounting to Six Hundred Forty-four and no/100 (\$644.00) Dollars.

Now, Therefore, we, Lucie H. Bruce and J. Hagood Bruce, do hereby acknowledge receipt of the sum of Six Hundred Forty-four and no/100 (\$644.00) Dollars to us in hand paid by Harold C. Smith, Eugene B. Smith, Claude D. Smith and Alfred T. Smith, and in consideration of said payment we, the said Lucie H. Bruce and J. Hagood Bruce, do hereby grant unto the said Harold C. Smith, Eugene B. Smith, Claude D. Smith and Alfred T. Smith, their heirs and assigns, the right and privilege to tie on to and use the said 13-inch brick wall located along the south line of the lot owned by us for a distance of 120 feet measured from the west side of North Main Street to a height of 21 feet, 7 $\frac{1}{2}$ inches at the front, and to a height of 16 feet, 7 $\frac{1}{2}$ inches at a point 120 feet measured from the west side of North Main Street, it being understood that the right to tie on to the said wall of Lucie H. Bruce and J. Hagood Bruce shall at no point extend above a straight line extending from a point 21 feet, 7 $\frac{1}{2}$ inches high measured from the front of said wall on the west side of North Main Street and 16 feet, 7 $\frac{1}{2}$ inches high at the point 120 feet measured from the west side of North Main Street.

The said Lucie H. Bruce and J. Hagood Bruce do further grant unto the said Harold C. Smith, Eugene B. Smith, Claude D. Smith and Alfred T. Smith, their heirs and assigns, the further right and privilege to tie their front wall which is 15 inches in thickness measured from the west side of North Main Street to the south wall of the said Lucie H. Bruce and J. Hagood Bruce to a height of 24.9 feet.

It is distinctly understood between the parties that the consideration herein paid by the said Harold C. Smith, Eugene B. Smith, Claude D. Smith and Alfred T. Smith does not cover the right to tie on to and use the entire wall located on the property of the parties hereto, but only that portion hereinabove specifically described.

This agreement is entered into pursuant to Sections 8869 and 8870 of the Code of Laws of South Carolina for 1932, and that so much of a wall as is used by the said Harold C. Smith, Eugene B. Smith, Claude T. Smith and Alfred T. Smith shall be a party-wall pursuant to said statutes and the laws of the State of South Carolina. It is further understood and agreed that this instrument shall in no way affect the rights of either the said Lucie H. Bruce and J. Hagood Bruce on the one hand, or Harold C. Smith, Eugene B. Smith, Claude D. Smith and Alfred T. Smith on the other hand, under the statutes and laws of the State of South Carolina.

In witness whereof the said Lucie H. Bruce and J. Hagood Bruce have hereunto set their hands and seals this January 20th, 1940.

In the presence of:

Patrick C. Fant.

Hazel M. McMahon

As to J. Hagood Bruce.

Sydney Bruce

L. W. Garrett

As to Lucie H. Bruce.

J. Hagood Bruce (L. S.)

Lucie H. Bruce (L. S.)