

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 of said E. A. Gilfillin and L. B. Houston on the one half, 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 E. A. Gilfillin and L. B. Houston have hereunto set their hands and seals this January 18th, 1940.

In the presence of:

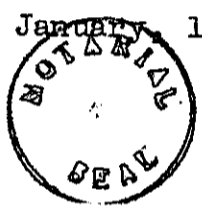
Patrick C. Fant	E. A. Gilfillin (L. S.)
Harriet R. Wright	
As to E. A. Gilfillin.	L. B. Houston (L. S.)
H. A. Rudisaile	
J. C. Trimmier	
As to L. B. Houston.	

State of South Carolina,  
County of Greenville.

Personally appeared before me Harriet R. Wright and made oath that she saw E. A. Gilfillin sign, seal and as his act and deed execute the foregoing Agreement, and that she with Patrick C. Fant witnessed the execution thereof.

Sworn to before me this 18th day of January, 1940. Harriet R. Wright.

Patrick C. Fant (L. S.)  
Notary Public for South Carolina.



State of Florida,  
County of Orange.

Personally appeared before H. A. Rudisaile, and made oath that he saw L. B. Houston sign, seal and as his act and deed execute the foregoing Agreement, and that he with J. C. Trimmier witnessed the execution thereof.

Sworn to before me this 22nd day of January, 1940. H. A. Rudisaile

H. L. Harvey (L. S.)  
Notary Public for Florida.



Notary Public, State of Florida at Large.  
My commission expires Mar. 12, 1943.

S. C. Stamps \$2.00  
U. S. Stamps \$1.00

State of South Carolina,  
County of Greenville.

The First National Bank of Greenville, as Trustee for Eugene M. Breazeale under will of Mary Lou Bates McGlothlin, deceased, the owner and holder of that mortgage for Sixteen Thousand Six Hundred Fifty (\$16,650.00) Dollars, dated December 5, 1923, and recorded in the R. M. C. Office for Greenville County, S. C., in mortgages Volume 114 at page 217, covering premises referred to herein owned by E. A. Gilfillin and L. B. Houston, does hereby consent to the within Agreement and agree that the said mortgage owned by it shall be subject to the wall rights referred to in the within Agreement.

In the presence of:  
W. L. Hester,  
A. F. Burgess  
The First National Bank of Greenville, as Trustee for Eugene M. Breazeale under will of Mary Lou Bates McGlothlin, Deceased. (L. S.)  
BY: H. J. Winn,  
Asst Trust Officer.

State of South Carolina,  
County of Greenville.

Personally appeared before me A. F. Burgess and made oath that he saw the within named The First National Bank of Greenville as Trustee for Eugene M. Breazeale under will of Mary Lou Bates McGlothlin, Deceased by H. J. Winn, Asst. Trust Officer sign, seal and as ~~his~~ its act and deed, deliver the within instrument, and that he with W. L. Hester witnessed the execution thereof.

Sworn to before me, this 26th day of January, A. D. 1940.  
Ollie Farnsworth (SEAL)  
Notary Public, S. C. A. F. Burgess.