

will empty water into or upon East North Street.

IT BEING UNDERSTOOD AND AGREED, That said wall will be considered a party wall and a joint wall, and that the expense of the maintenance and repair of said wall shall be born equally among the parties hereto; provided however, that Alexander C. Crouch shall not be required to bear the expense of maintaining or repairing said party wall until such time as he constructs a structure adjacent to and adjoining said wall using thereby the same as a part thereof.

IT IS UNDERSTOOD AND AGREED, That when Alexander C. Crouch does construct a structure adjoining and adjacent to said wall that he will, at his own expense close the opening in said wall, including the appropriate repairs and finishing up of the inside walls of the building of the late Charles W. Spence, now in the possession and control of Melvin K. Younts.

IT IS FURTHER UNDERSTOOD AND AGREED, That this agreement shall be binding upon all of the parties hereto, their heirs, assigns, executors, administrators and successors.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this the 9th day of February, 1933.

In the presence of:

Gertha Spearman
Franklin M. Lindsey

Charles W. Spence (Seal)
Charles W. Spence

Roy W. Rogess (Seal)
Roy W. Rogess

Melvin K. Younts (Seal)
Melvin K. Younts

Alexander C. Crouch
Alexander C. Crouch

STATE OF NORTH CAROLINA
COUNTY OF GRANVILLE

PERSONALLY appeared before me Gertha Spearman and made oath that he saw the within named Charles W. Spence, Roy W. Rogess, Melvin K. Younts and Alexander C. Crouch sign, seal and