

State of South Carolina,
County of Greenville.

Whereas, on the 4th day of October 1912, an agreement was entered into by and between S.O. Skelton, J.F. Banister and C.E. Bush, designated as parties of the first part, and E.J. Finlay party of the second part, by which agreement the parties of the first part for themselves, their heirs and assigns, agreed to pay one-half of the costs of the erection of a brick wall by the party of the second part, which said agreement contained other matter, to which reference is made for more definite understanding of the whole agreement by said parties;

And, Whereas, S.O. Skelton has acquired the interest of F.J. Banister and C.E. Bush in the lot of land formerly belonging to S.O. Skelton, J.F. Banister and C.E. Bush, and is now the absolute and sole owner of the lot of land adjoining the lot of land belonging to E.J. Finlay;

And Whereas, the said E.J. Finlay has erected on the premises of herself and the said S.O. Skelton a brick or party wall, and has rendered a statement of one thousand, thirty dollars and eighty-five cents (\$1,030.85) being one-half of the expense of the wall erected one-half on the land of each of said parties at this date.

Now, Therefore, for and in consideration of the sum aforesaid having been in hand to me paid by the said S.O. Skelton, I have hereby bargained, sold and conveyed, and by these presents do hereby grant, bargain, sell and convey unto the said S.O. Skelton a one-half interest of, in and to the said party wall, as per the agreement above referred to, hereto attached and expressly made a part of this conveyance.

Witness my hand and seal this the 28th day of ~~February~~ March, 1913.

Signed, sealed and delivered

in the presence of:

E.J. Finlay, (SEAL)

W.T. Derieux, Jr.

R.D. Hawkins,

South Carolina,
Greenville County.

Personally comes before me R.D. Hawkins who on oath says that he saw the foregoing E.J. Finlay sign, seal and as her act and deed deliver the foregoing conveyance, and that he with E.J. Finlay witnessed the execution of same.

Sworn to and subscribed before me

R.D. Hawkins

this 28th, day of ~~February~~ March, 1913.

Henry P. McGee (Seal)
Notary Public.

State of South Carolina,
County of Greenville.

Whereas, S.O. Skelton, J.F. Banister and C.E. Bush, and E.J. Finlay respectively own two adjoining lots of land on the East side of Main Street, between North Street and the Otteray ~~Street~~ Hotel, in the City of Greenville, South Carolina, the line dividing said parcels being 120-1/3 feet from the inner edge of the North sidewalk line on North Street the land of S.O. Skelton, J.F. Banister and C.E. Bush, being North and the land of E.J. Finlay being South of the above mentioned dividing line; and whereas said parties are desirous to provide for the erection of a party wall-

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on said line.

Now, this agreement made this 4th, day of October 1912, by and between said S.O. Skelton, J.F. Banister and C.E. Bush, parties of the first part, and E.J. Finlay, party of the second part,

W-I-T-N-E-S-S-E-T-H:

I.

The parties of the second part shall erect a brick wall three stories and basement in height on the above mentioned dividing line, not more than 120 feet in length, the wall to be of good material and workmanship, but not more than 10-1/2 inches of wall in thickness with its ~~the~~ proportion of the necessary foundation shall be placed on the land of either party or parties without the written consent of the party or parties upon whose land the wall is to be placed.

II

Said wall, when so built, shall be and remain a party wall forever.

III.

The parties of the first part shall pay the party of the second part one-half of the price of the aforementioned wall, as soon as wall is erected.

IV.

Either party or parties may add to said wall in height, depth, thickness or length; provided, said party or parties desiring to change the wall will bear all expense of said change and further provided said party or parties shall pay any and all parties for any and all damage done them because of the change in the wall. However, no addition to the thickness of the wall is to be made by either party or parties on the land of the other unless such land is vacant, and in no event so as to cause, inclusive of such addition, more than 10-1/2 inches of wall, with its proportion of the necessary foundation, to be on the land of the other party or parties without the written consent of such party or parties.

V.

If either party or parties should hereafter add to this wall in height, depth, thickness or length, the other party or parties shall not be required to pay any cost whatever of the change until said party or parties shall desire to use the additional wall, and then said party or parties shall only be required to pay one-half of the cost of the part of the wall desired to be used by said party or parties.

VI.

The party or parties making repairs on said wall shall pay the cost of same unless he first obtains the written consent of the party or parties of the other part to share the costs of the repairs.

VII.

Said parties mutually covenant for themselves and their respective heirs and assigns, each to and with the other, his (her or their) heirs, representatives and assigns to observe the above agreement, and that the covenants herein contained shall run with the land, but no owner is to be responsible in any way, except for acts or defaults while owner.

In Witness whereof: The parties hereto have hereunto set their hands and seals ~~in duplicate~~ the day and year first above written.

In the presence of:

W.J. Thackston,

L.L. Dean,

S.O. Skelton, (L.S.)
J.F. Banister, (L.S.)
~~Party of the first part~~
C.E. Bush, Pr. J.F.B. (L.S.)
E.J. Finlay (L.S.)
Party of the second part.
By James F. Finlay.

(Over)