

KNOW ALL MEN BY THESE PRESENTS: That I, C.E. Bush, do hereby nominate, constitute and appoint J.F. Banister, my Attorney in fact, for me and in my name, place and stead, to execute the following party wall agreement, to wit:

Whereas, S.O. Skelton, J.F. Bannister 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 Ottaray 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 of North Street the land of S.O. Skelton, J.F. Bannister 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 on said line;

Now, this agreement made this 4th day of October 1912, by and between said S.O. Skelton, J.F. Bannister 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 party 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 than 10-1/2 inches of wall in thickness, with its 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 said 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 damages 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 inless 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.

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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, And I do hereby ratify and confirm all the lawful acts and doings of my said attorney in the premises as fully as if I were present and doing the same myself.

In witness whereof I have hereunto set my hand and affixed my seal, this 3rd, day of October 1912.

Witness:

J.H. Bryant,

C.E. Bush, (L.S.)

Geo. H. Reeve.

*Has finished
3/24/13*

Recorded for April 3rd, 1913.