

433.33
274.02
107.35

STATE OF SOUTH CAROLINA.,
GREENVILLE COUNTY.,

WHEREAS, Fiske-Carter Construction Company, a corporation of Massachusetts, with its principal place of business at Worcester in said State, is the owner of a lot in the City of Greenville South Carolina, being the same conveyed to it by W.W. Carter, deed recorded in Book 27, page 16, upon which lot there is a two story brick building.,

AND WHEREAS, Arthur L. Mills is the owner of a lot adjoining the above on the South side and desires to purchase a one-half interest in the South wall of the brick building,

AND WHEREAS, the price has been agreed upon at eight hundred dollars per front foot for the land and the actual cost of replacement for the wall,

NOW KNOW ALL MEN BY THESE PRESENTS, That said Fiske-Carter Construction Company for and in consideration of the sum of four hundred thirty-three and 33/100 dollars for six and one half inches of land and two hundred seventy-four and 02/100 dollars for sixty feet of the brick wall resting upon said land, measuring east from Main Street, amounting in all to seven hundred seven and 35/100 dollars, to it in hand duly paid at and before the sealing and delivery of these presents by Arthur L. Mills (the receipt whereof is hereby acknowledged) has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said Arthur L. Mills;

(ALL that strip of land in the City of Greenville, South Carolina, on the east side of South Main Street, between Court and Broad Street, BEGINNING at a point on Main Street at the corner of a brick wall, which point is also corner of lot belonging to A.L. Mills, and running thence with Mills' line with the South side of said wall in an easterly direction one hundred forty-eight feet to line of J. Robert Martin; thence in a northerly direction parallel with Main Street six and one half inches to the center of said brick wall; thence in a westerly direction (parallel to the first course) to Main Street; and thence southerly with Main Street six and one-half inches to the beginning corner, being a strip from the southern side of its land above described, also, sixty feet (measuring east from Main Street) of one-half of the brick wall resting on said strip of land,

The remaining one-half of the wall which now rests on the strip above conveyed shall belong to the grantor until such time as grantee desires to use same when he shall have the right to purchase and then to use upon paying to grantor the cost of construction upon the same basis as for the sixty feet next to Main Street, the sale of which is recited herein,

This conveyance is subject to two mortgages set forth in the deed of said W.W. Carter, Either party, grantor or grantee, their successors or heirs, and assigns, may at any time extend the said wall horizontally or vertically, and for said purpose may excavate upon the land of the other so as to provide suitable foundations, and in such event notice of such intended excavation shall be given in writing to the other party at least ten days in advance, and all expenses of the excavation and all damage caused thereby shall be borne by the party causing the same.

The said wall in case of damage shall be repaired by the party on whose side the damage occurs, unless the damage extends to the whole wall, in which event it shall be borne proportionately.

Any extension, repairs or additions to the said Wall shall be built in a workmanlike manner conforming to the building laws of the City of Greenville,

Whenever either of said parties shall use any extension or addition to said wall, the one so using shall pay to the party who built said extension or addition one-half of the value at the time of the using.

In estimating the value of so much of the extension or addition to said wall there shall be taken into consideration the needs of the user so that he shall pay proportionately only for that part of the extension or addition used by him.

No openings shall be made in said wall except with the consent of both parties, but an opening may be made in the extension or addition by the one building it, and the same shall be closed if the other party should thereafter use that portion of the wall containing the opening and pay his proportionate share of the cost as hereinabove provided.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned, subject to the conditions above set forth, unto the grantee hereinabove named, and his heirs and assigns forever,

And the said granting corporation does hereby bind itself and its successors to warrant and forever defend all and singular the said premises, unto the grantee hereinabove named, and his heirs and assigns, against itself and its successors, and against every person whomsoever lawfully claiming or to claim the same or any part thereof,

IN WITNESS WHEREOF the said granting corporation has caused its corporate seal to be hereunto affixed and these presents to be subscribed by its president on this the 25th day of March in the year of our Lord one thousand, nine hundred and fifteen, and in the one hundred and thirty-ninth year of the sovereignty and independence of the United States of America.

Signed, sealed and delivered in the presence of:
E.S. Strout.,
Jay Clark, Jr.,

Stamp canceled \$1.00

FISKE-CARTER CONSTRUCTION COMPANY,
By B.C. Fiske.,
President.,



STATE OF MASSACHUSETTS,
County of Massachusetts,

Personally appeared E.S. Strout, and made oath that he saw the within named FISKE-CARTER CONSTRUCTION COMPANY., by its President B.C. Fiske, sign, seal with its corporate seal and as the act and deed of said corporation deliver the within written deed, and that he with Jay Clark, Jr. witnessed the execution thereof,

E.S. Strout.,

Sworn to before me this
25th day of March, A.D. 1915.,
Edward T. Esty., (Seal)
Notary Public for Massachusetts



Recorded for May first., 1915.,