

VOL. 32. TITLE TO REAL ESTATE.

STATE OF SOUTH CAROLINA.,
County of Greenville,

This indenture, made and entered into on this the seventeenth day of June, A.D. 1914, by and between J.W. Jervey and F. Jordan, parties of the first part, and C.W. Lively, party of the second part,

WITNESSETH:

WHEREAS, the parties hereto own adjoining vacant lots on the east side of North Main Street, between North Street and Oak Street, in the City of Greenville, in said County and State, and whereas the parties of the first part contemplate the immediate improvement of the lot of land owned by them and the party of the second part contemplates improving hereafter the lot of land owned by him;

NOW, therefore, it is mutually agreed that the parties of the first part may build a brick party wall approximately one hundred feet in length on the first floor, and one hundred and twenty (120) feet in length on the second floor and sixteen (16) inches in thickness, one half of which wall shall be situate on the lot belonging to the parties of the first part and the other one-half of which wall shall be situate on the lot belonging to the party of the second part: in other words, the dividing line between the two said lots of land shall run through the center of said brick wall;

That as soon as said wall is completed, the party of the second part shall execute and deliver to the parties of the first part his promissory note in writing for one-half of the amount of the cost of said brick party wall, payable one year after the date of said note with interest thereon from the date of said note, at the rate of eight per cent, per annum, to be computed and paid annually until paid in full; all interest not paid when due to bear interest at same rate as the principal, together with an attorney's fee equal to ten per cent of the amount due on said note to be added to the amount thereof and to be collectible as a part thereof in case the money due on said note or any part thereof be not paid when due, or if said note be placed in the hands of an attorney for collection, or if said debt or any part thereof be collected by an attorney or by legal proceedings of any kind;

That the said party of the second part, upon payment of said note, shall have the right at any time thereafter, free of charge, to use said party wall in the construction of a building upon his said lot of land; provided that in such construction he shall not weaken or injure said party wall or threaten the stability of the building therefore erected by the parties of the first part upon their said lot of land,

That the provisions of this agreement shall extend to and bind the heirs, executors, administrators and assigns of the parties hereto, respectively.

IN WITNESS, whereof the parties hereto have interchangeably set their hands and affixed their seals to duplicate copies of this agreement on the day and year first above written.

Signed, sealed and delivered
in the presence of:
Jos W. James.,
W.B. Boyd., Jr,

J.W. Jervey., (Seal)
F. Jordan., (Seal)
Parties of the first part,

C.W. Lively., (Seal)
Party of the second part,

STATE OF SOUTH CAROLINA.,
County Of Greenville,

Personally appeared before me Jos W. James, and made oath that he saw the within named J.W. Jervey and F. Jordan, parties of the first part, sign, seal and as their act and deed deliver the within written agreement and that he with W.B. Boyd., Jr, witnessed the execution thereof,

Sworn to before me this
14th day of Aug, A.D. 1914,
Frank F. Martin., (L.S.)
Notary Public for South Carolina.,

Jos W. James.,

STATE OF SOUTH CAROLINA.,
County of Greenville,

Personally appeared before me Jos W. James, and made oath that he saw the within named C.W. Lively, party of the second part, sign, seal and as his act and deed deliver the within written agreement and that he with W.B. Boyd., Jr, witnessed the execution thereof,

Sworn to before me this
14th day of Aug A.D. 1914,
Frank F. Martin., (L.S.)
Notary Public for South Carolina.,

Jos W. James.,

Recorded for May 10th 1915.,