

State of South Carolina,)
County of Greenville.) Memorandum of Agreement.

Whereas, on March 5th, 1924 an agreement was made and entered into by and between W.E. Rush and L.A. James, as parties of the first part, and J.S. Machem, as party of the second part, by which agreement the parties of the first part agreed that the party of the second part should have the privilege of tying to the South wall of a certain building situate on the East side of Augusta Street in the City of Greenville, S.C., in consideration of the party of the second part conveying to the parties of the first part an easement in an alleyway immediately in the rear of the property of the parties of the first part and extending from Elkins Street parallel with Augusta Street, and

Whereas, some question has arisen as to the correctness of the description of said alley and as to its exact location, and as to the duration of the easement in and to said alley therein conveyed, and in order to remove any question in connection with said alley-way this subsequent agreement, made and entered into by and between the said J.S. Machem, hereinafter referred to as the party of the first part, and W.E. Rush, the present owner of the lot heretofore owned by W.E. Rush and L.A. James, hereinafter referred to as party of the second part, witnesseth: That in and for the consideration hereinafter expressed, the party of the first part does hereby grant and convey unto the party of the second part, his heirs, executors, administrators and assigns, the use of a certain twelve-foot alley situate in the City of Greenville, S.C., immediately in the rear of the lot belonging to the party of the second part, which is situate in said City of Greenville, on the East side of Augusta Street, said alley running from Elkins Street along the rear of property belonging to J.G. Perry, party of the first part and the party of the second party, and more particularly described as follows:, to-wit.

"All that certain alley twelve foot in width, in the City of Greenville, South Carolina, running from Elkins Street along rear of property of J.G. Perry, J.S. Machem and W.E. Rush". It is understood that the use of said alley herein conveyed is restricted to the right of ingress and egress, and it is further understood that the party of the first part reserves to himself, his heirs, executors, administrators and assigns, the right of usage of said alley for the purpose of ingress and egress.

In consideration for the foregoing premises, the party of the second part agrees, grants and covenants to and with the said party of the first part, that in the event the said party of the first part desires to erect a building on the South side of the building belonging to the party of the second part, said party of the first part shall have the privilege and right of inserting into the blank wall of the building of the party of the second part beams and floor timbers, and otherwise tie to the wall of the building now owned by the party of the second part.

This agreement is binding on the party of the first part, his heirs, executors, administrators and assigns, and on the party of the second part, his heirs, executors, administrators and assigns, and the covenants aforesaid are to run with the land and bind the parties hereto, their heirs, executors, administrators and assigns.

In witness whereof, the parties have hereunto set their hands and seals, this the 10th, day of March, A.D. 1925.

(Over)