

State of South Carolina }
County of Greenville }

Whereas, Marion Brawley is owner of a certain two story brick building situated on the West side of North Main Street in the City of Greenville, State of South Carolina, which was conveyed to him by Charlotte Smith Mallard, the North wall of which building is approximately seventy-five (75) feet North of the North West corner of North Main and West North Streets and is one hundred (100) feet in length and sixteen (16) inches in thickness, and;

Whereas, W. D. Parrish and J. C. Gower own a lot of land on the West side of North Main Street, which they purchased from E. F. Bates, which lot lies immediately North of and contiguous to the wall of Marion Brawley, and;

Whereas, W. D. Parrish and J. C. Gower contemplate the erection of a brick building upon their lot and desire to purchase from Marion Brawley the right to tie to the said brick wall and the further right, if they deem it necessary, to carry the said wall to such additional height, as will accommodate their proposed building.

Now, Therefore, this agreement made and entered into on this 5th day of April, 1924, by and between Marion Brawley of the First Part and W. D. Parrish and J. C. Gower of the Second Part,

Witnesseth: Marion Brawley for and in consideration of the sum of Thirteen Hundred & 70/100 (\$1300.00) Dollars to him in hand paid at and before the sealing of these Presents, does hereby grant, bargain, sell and convey and by these Presents, has granted, bargained, sold and conveyed unto W. D. Parrish and J. C. Gower their heirs and assigns, the right, privilege and easement of tying to the said wall throughout its entire length and the further right, privilege and easement to raise said wall to such additional height as they may desire for the purpose of tying to said wall.

The parties hereto mutually covenant and agree, each with the other, that in the event the height of said wall should be raised by either party, to this agreement, that such party shall pay all costs of such addition to the wall, but that before the other party hereto shall have the right to use the additional portion of the wall, he or they shall pay to the party who made the addition to the wall, one-half the ^{total} cost of such addition, it being understood however, that the land upon which the wall is situated and the wall itself is the absolute property of Marion Brawley and is subject only to the easement and privilege herein granted.

(Over) -