State of South Carolina,

County of Greenville.

Agreement.

Whereas, E. M. Wharton is the owner of the brick storeroom and office building in Greenville, South Carolina, being No. 228 North Main Street, and known as the Cushman Building; and

Whereas, T. S. Carpenter, Jr. Ruth Carpenter, Annie W. Carpenter and Sue C. McKoy are the owners of the preperty on North Main Street, Greenville, South Carolina, immediately morth of and adjacent to the Cushman Building, and they desire to buy a one-half interest in the north wall of the Cushman Building, for the purpose or tying into said wail with a building they intend to construct; and

Whereas, James H. Woodside is the duly qualified Receiver of the properties of E. M. Wharton, and has been authorized to execute this agreement by an order of the Court of Common Pleas for Greenville County, dated September 28, 1935, made in the cause entitled. "The South Carolina Security Co., Plaintiff, vs. E. M. Wharton, et al., Defendants."

Now, Therefore, this agreement, entered into this 9th day of October, 1935, by and between James H. Woodside, as Receiver for E. M. Wharton, party of the first part, and T. S. Carpenter, Jr., Ruth Carpenter, Annie W. Carpenter, and Sue C. McKoy, parties of the second part, witnesseth:

- 1. That the party of the first part has sold to the parties of the second part am undivided one-half interest in the north wall of the said Cushman Building, and the parties of the second part are hereby wested with said one-half interest in said wall; it being understood, nowever, that the land on which said wall rests is the property of E. M. Wharton and no interest in said land, but only in said wall, passes to the parties of the second part under this agreement.
- 2. The parties of the second part are granted the privilege of excavating under the morth wall of the Cushman Building to the extent of sixty (60) feet from the front of the building for the purpose of filling in the same with brick to the depth of the basement, of the same size and width (and with cement support) as is contained in the back half of the said wall. The parties of the second part agree to guarantee that said underpinning and the building of said wall under the front pertion of the Cushman Building will be ample to support the Cushman Building and their own building, and that they will answer for any harm or damage resulting to the present wall or the Cushman Building by reason of said underpinning The parties of the second part further agree to fill in the windows in the second story of the wall with brick and to finish the inside malls of same to correspond with the walls in the rooms in which said windows are located. The cost of the excavating and the brick and cement work avove mentioned is to be borne by the parties of the second part.