

TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

WHEREAS, Poe Hardware & Supply Co., a corporation organized, created, and existing under the laws of the State of South Carolina, having its principal place of business in Greenville, South Carolina, owns a certain lot of land on the west side of South Main Street in the City of Greenville, South Carolina, and H. T. Mills owns a certain lot on the west side of said South Main Street, which lot lies immediately south of and adjacent to the lot of the said Poe Hardware & Supply Co. hereinabove referred to; and

WHEREAS, The boundary line between said properties is the south edge of the wall constituting the south wall of the Poe Hardware & Supply Co. building, no part of said wall, with the exception of the pilaster at the front thereof and the cornice at the top front thereof, being on the land of said H. T. Mills whose property adjoins on the south; and

WHEREAS, On said property of H. T. Mills there is situate a building being heretofore a part of what is known as the Mansion House, a part of the roof of flashing thereof on the north side being pinned to the wall of the said Poe Hardware & Supply Co. building; and

WHEREAS, The said H. T. Mills proposes to remove the building on his land hereinabove referred to and erect thereon a new one-story brick building which will be entirely independent of the said Poe Hardware & Supply Co. building on said property immediately adjacent thereto on the north, in that all structural members will be carried on steel supports located entirely on the property of H. T. Mills, but the said H. T. Mills desires the privilege of using the said south wall of the Poe Hardware & Supply Co. building as the north wall of said new one-story brick building and also desires the privilege of pinning or flashing the roof of the proposed building into or to the south wall of the building belonging to the said Poe Hardware & Supply Co. and desires to compensate and pay the said Poe Hardware & Supply Co. for said right, privilege, or easement, and the parties hereto have agreed upon the sum of Three Hundred Dollars (\$300) as a fair compensation for such right, privilege, or easement; and

WHEREAS, The said Poe Hardware & Supply Co., desires to remove so much of the pilaster on the south wall of said building as extends approximately six inches over on the property of the said H. T. Mills;

NOW, THEREFORE, For and in consideration of the sum of Three Hundred Dollars (\$300) paid by the said H. T. Mills to the said Poe Hardware & Supply Co., receipt whereof is hereby acknowledged, it is agreed as follows:

(1) That the said Poe Hardware & Supply Co. does hereby grant to the said H. T. Mills, his heirs and assigns, the right and privilege of using the south wall of the Poe Hardware & Supply Co. building as the north wall of said new one-story brick building to be constructed by the said H. T. Mills and also the right and privilege of pinning or flashing the roof of the proposed building into or to the south wall of the building belonging to said Poe Hardware & Supply Co., this to be all done in such manner as not to weaken the structural strength of said wall, or to injure or damage same in any way.

(2) Said H. T. Mills agrees to remove so much of the pilaster on the south wall of said building at the corner on the west side of South Main Street as extends over upon his property, so that the south edge of said brick wall shall constitute the property line between the said H. T. Mills and the said Poe Hardware & Supply Co. The cornice at the top of the said Poe Hardware & Supply Co. building which extends over the property line shall be permitted to remain in its present condition, but it is understood and agreed that the said Poe Hardware & Supply Co., its successors and assigns, acquire thereby no right, privilege, or easement over or upon the property of the said H. T. Mills and that the said Poe Hardware & Supply Co., its successors and assigns, will, at its own cost and expense, remove said protruding cornice upon written request from the said H. T. Mills, or his heirs or assigns.

(3) It is understood and agreed that the said brick wall, after the removal of so much of the pilaster as extends over on the property of the said H. T. Mills, is entirely upon the property of the said Poe Hardware & Supply Co. and that no right, title, or interest in and to said brick wall or the property upon which it is constructed is granted to the said H. T. Mills, the intention of this agreement being to grant to the said H. T. Mills the right and privilege of using the said south wall in the manner hereinabove set forth and in no other manner whatsoever.

(4) The roof of the said new Mills building shall be constructed so as not to throw against, but to drain and carry away from said wall all water, melting ice, or snow falling on or gathered on the roof of the said Mills building and the said Poe Hardware & Supply Co. reserves the right to remove the said brick wall at any time without hindrance or consent of the part of the said H. T. Mills and the said Poe Hardware & Supply Co. shall be under no obligation whatsoever to retain the said wall, keep it in repair, or replace it in the event it is removed, injured, or destroyed, and the said H. T. Mills does hereby remise, release, and forever discharge the said Poe Hardware & Supply Co., its successors and assigns, of and from any and all liability for damage to the property of the said H. T. Mills by reason of the existence, use, maintenance, and