WHEREAS, Homer Styles is the owner of that certain lot on the western side of the New Buncombe Road, as more particularly described to him in deed of James T. Shaluly, dated August 21, 1951, and recorded in the R.M.C. office for Greenville County in Deed Book 440 at page 287, said lot being further designated on the Greenville County Block Book as Lot No. 6-A, Block 2, Page 168, and

WHEREAS, W. B. Harper is the owner of an adjoining lot which is more particularly described in deed to him executed by Lillie Hae Perry on January 24, 1951, recorded in said R.M.C. office in deed book 430 at page 88, said lot being designated as Lot No. 24, Block 3, Page 168 of the County Block Book, and

WHEREAS, there has been constructed on the last mentioned lot at the dividing line between said lots, a brick or block retaining wall, the said Homer Styles and the said W. B. Harper each contributing to the expense of the erection of the said retaining wall, with the understanding that at any time in the future the said Homer Styles, his heirs or assigns, could extend said wall upward and use the same as one wall of a building which might be constructed on the lot of said Homer Styles. Now, therefore, in consideration of the premises herein set out,

IT IS AGREED: That the said Homer Styles, his heirs and assigns, may, at any time, extend the retaining wall hereinabove referred to, for the purpose of using said wall and extension as one wall of a building to be constructed on said Homer Styles' lot should he or they so desire.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this \_\_\_\_\_ day of August, 1952.

In the presence of:7

W. B. Harper

Jama M. Can then