

conveyance for the use and purposes therein mentioned and that Wm Daniel together with said Deponent was a consenting witness thereto

Sworn to before me this 5 day of January 1875
Wm Daniel
Oppert Public & John H Walker

The State of South Carolina J. Wm Daniel Clerk
Greenville County & I off one of the
Magistrate of the State and County aforesaid do
herby certify unto all whom it may concern that
Mrs F. Stroud the wife of the deceased named
R. F. Stroud did this day appear before me and
upon being privately & separately examined by me
did declare that she does voluntarily and without
any compulsion dread or fear of any person
or persons whomsoever renounce release &
forever relinquish unto the within named William
Powell his heirs & assigns all her interest and
estate and also all rights and claims of dower
of in or to all and singular the premises within
mentioned and release do. Given under my
hand and seal this 21 day of February A. M. D. M. 1870

Wm Daniel
Cp & magst R. F. Stroud
Rec 21 January 1875

778 H. G. Mark
and
W. M. Wheeler

The State of South Carolina
Memorandum of
Agreement made this twenty

first day of December 1874 between H. G. Mark of
the City of Greenville Merchant of the first part
and W. M. Wheeler of said City of Greenville Artist
of the second part. Whereas the said H. G. Mark
is the owner in fee of the lot situated on main
street in said City of Greenville bounded on the
North by lot of William Cook and on the South
by lot of said W. M. Wheeler on which lot the
said H. G. Mark has erected a brick house. And
whereas the party of the second part is about to
erect a brick house on his said lot adjoining
the lot of the party of the first and is desirous
of using the wall of the said brick building on
the said lot of the party of the first part as a
party wall. And whereas there is an unoccupied
space of land lying between the wall of the
said brick building on the lot of the party of
the first part and the lot of the party of the
second part said land measuring one inch
and a half in width and adjoining with the
Southern wall of the said brick building

of the part of the first party. And whereas it has
been agreed between that the said W. M. Wheeler
in erecting his house may make use of the wall
of the said H. G. Mark nearly adjoining the lot
of the said W. M. Wheeler as a party wall upon
the terms conditions and considerations herein
after mentioned. the wall so to be used as a
party wall standing and being entirely on the
said lot of the said H. G. Mark. And whereas
in order for the party of the second part to
make use of the said wall of the party of the
first part as a party wall as aforesaid it will
be unavoidably necessary for the party of the
second part to occupy the side strip of land between
the said wall of the brick building of the party
of the first part and the lot of the party of the
second part. Now therefore this agreement
witnesseth that the said party of the first part
in consideration of the sum of Five Hundred
and forty two & 00/100 Dollars to him in hand paid
by the party of the second part the receipt
whereof is hereby acknowledged grants and
conveys to the said party of the second part the
right to use said wall as a party wall
in the erection of a house on the lot of the party
of the second part. And for that purpose to
insert the beams of the house to be erected
on the said lot of the party of the second part
into the said wall to the extent of inches and
for the same purpose to insert or tie the course
of the front and rear walls into said party
wall as may be necessary and to keep and
maintain such use of said party wall so long
as said wall shall stand. And the party of the
first part in consideration of the further
sum of one Hundred Dollars to him in hand
paid by the party of the second part the receipt
whereof is hereby acknowledged grants to
the party of the second part his heirs & assigns
forever the right to occupy and use the said
strip of land between the lots aforesaid. And
parties mutually covenant that if it shall
hereafter become unnecessary to repair or
rebuild the whole or any portion of the
said party wall the expenses of such repairing
or rebuilding shall be born equally by them
their respective heirs and assigns as to so
much and such portions of said wall
as either of said parties their respective
heirs and assigns shall or may use as a
party wall and that whenever said party