

W. C. Owens
 To
 H. C. Mark
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 and W. C. Owens a Merchant in the City of Greenville of the second part. Whereas the said H. C. Mark is the owner in fee simple of the lot and Building situated on Main Street in said City of Greenville bounded on the North by lot of W. C. Owens, and on the South by lot of W. M. Wheeler, on which lot the said H. C. 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 said lot of the party of the first part 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 it has been agreed between them that the said W. C. Owens in creating his house may use the use of the Wall of the said H. C. Mark adjoining the lot of the said W. C. Owens as a party Wall upon the terms conditions and considerations hereinafter mentioned, the Wall so to be used as a party Wall stand and being equally on the lot of both parties, 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 said Wall of the brick building of the party of the first part. Now therefore this agreement written to wit That the said party of the first part in consideration of the sum of Four hundred and Forty two ⁸⁹/₁₀₀ 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 Northern Wall as a party Wall in the erection of a house on the lot of the party of 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 Nine inches and for the same purpose to insert or let the Courses of the front and rear Walls into the said Walls into the said party Walls 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 sum herein acknowledged Grants to the party of the second part his heirs and assigns forever the right to occupy and use the said Wall as aforesaid, and the parties mutually covenant that if he shall hereafter become necessary to repair or rebuild the whole or any portions of the said party Wall, the expenses of such repairing or rebuilding shall be borne