VOL. 22

State of South Carolina,

.County of Greenville.

Personally appEared before me Roberta Davis and made oath that she saw L.K. Clyde as Trustee sign, seal and as his act and deed deliver the within deed, and that she with James R. Bates witnessed the execution thereof.

Sworn to before me this. 24th.

day of February A.D. 1913.

Roberta Davia

James R. Bares (Seal) Notary Public for S.C.

(Agreement 75 Ø

State of South Carolina.

County of Greenville.

Whereas J.D. Gilreath owns in fee a certain lot of land, situate, lying and being in the City of Greenville, County and State aforesaid, on the West side of and abutting Main Street, fronting said Street Thirty feet and running back in parallel lines one hundred and twenty feet adjoining Barr on the North and Burgess on the South; and whereas W.W. Burgess owns in fee the certain lot adjoining and South of the above and fronts said Main Street twenty five feet and running back in parallel lines one hundred and twenty feet; and whereas said Gilreath and Burgess desire. contemplate and will each build a brick house on their respective lots said houses to be at least two stories high; and whereas said parties desire to so build, locate and construct said buildings so that a stair way and hall may be built and made between said buildings at least four feet wide in the clear and used and maintained in common between said parties, their heirs, executors, administrators, tenants and assigns in such manner that the said Gilreath's building may be twenty five and one half feet wide in the clear:

Now Therefore this indenture made and entered into the 6th day of February A.D. 1900, by and between the said J.D. Gilreath and W.W. Burgess.

That for and in consideration of the foregoing premises and the covenants, forfeitures, conditions, benefits, privileges and money to be paid as hereinafter set forth, the said parties hereto agree to and with each other to erect and build and construct at their joint and equal expense a brick wall two stories high and one hundred and twenty feet long, said wall to be eighteen inches thick the first story and twelve inches thick the second, with the foundation of sufficient thickness, beginning at the building line on Main Street, and so set or located that the North side of said wall will be twenty five and one half feet from the South side of the wall of the Barr building and run parallel with it, and also in the same manner of expense build and construct a wooden wall or partition one hundred and twenty feet long so that when said wall is located its north side will be at least four feet from the South side of the man brick wall as above described and run parallel with it, and in the same manner of expense but construct and maintain a hall at least four feet wide in the clear between said walls with at ... stair case running therefrom of equal width with said hall to the ground floor to the front and one of like kind running therefrom to the ground floor at the rear.

That said wall and stair case shall be and remain for the joint and several use of the

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VOL. 22 hereto, their heirs, executors, administrators, tenants and assigns. It is further understood and agreed that in the event of the destruction of said hall or stairs by fire or otherwise that the parties hereto will in the samemanner, to the same extent and for like purposes and privileges as is hereinbefore provided for the original construction, rebuild and construct said hall and stairs.

It is further understood and agreed by and between the parties hereto as a part of the consideration wherefor the said J.D. Gilreath will build and erect his building so that he will have but twenty five and one half feet in the clear, the said Burgess is to and will pay to the said J.D. Gilreath, One hundred Dollars upon demand, and will build and erect his said building by not later than September the 15th 1900 and that in case he fails or refuses to pay said one hundred dollars and erect his said building within the aforesaid time, or fails or refuses to build and erect said stairs and hall, and pay his share of the cost of said brick wall as is hereinbefore provided, the damage to the said J.D. Gilreath is hereby agreed to be one hundred dollars and in order to pay and satisfy said sum, the said Burgess agrees and does hereby covenant that, in the event, immediately after the fifteenth day of September 1900 he will convey in fee simple to the said J.D. Gilreath that certain strip of his said twenty five foot lot as lies next to that of the said Gilreath and which is necessary to be used to get a hall and stairway not less than four feet in the clear as is hereinbefore provided.

It is further agreed that upon said Burgess erecting and building his house and wall as aforesaid and pay one half the cost of such stairs, hall way and brick wall, built or to be built as is hereinbefore described, the said J.D. Gilreath covenants to re-convey to the said Burgess said strip of land in fee simple.

And it is further agreed by and between the parties hereto, that if the said Gilreath fails or refuses to build and erect his said building or fails and refuses to build and erect the said brick wall, stairs and hall in the manner and upon the terms and conditions hereinbefore stipulated and provided, then the said Burgess is released from all his covenants, conditions and agreements as is herein stated with reference to the building of his said building, brick wall, stairs and hall, and the said Gilreath will forfeit and pay to him as damages thereast the Dollars.

That the parties hereto for the full and just performance of every and all the conditions, covenants, forfeitures, stipulations and provisions herein contained, do hereby bind themselves, their heirs, executors, administrators and assigns. -

In witness whereof the parties hereto do in duplicate set their hands and seals this the day and year first above written. J.D. Gilreath, (SEAL) In presence of: J.E. Holcombe, J.D. Noe, (SEAL) W.W. Burgiss,

South Carolina, Greenville County. Personally comes before me J.E. Holcombe, who on oath says, that he saw the foregoing J.D. -Gilreath and W.W. Burgiss sign, seal and as their act and deed, deliver the foregoing Agreement, and that he with J.D. Noe witnessed the execution of same. J.E. Holcombe (SEAL) Sworn to and subscribed before me this 24th day of Feb. 1913. G. Frank League (SEAL) thery Public S.C. the shows named J.D. Gilreath and W.W. Burgiss, do hereby acknowledge, one to the other, that the foregoing Agreement has been fully complied with; that the building, walls, stair-ways and is it have been erected as contemplated by said agreement. J.D. Gidreath. 18 Rebruary 24th, 1913.

Recorded for March 1st, 1913.

W. W. Burgiss.