Sarides other rights as herein set forth:

NOW, THEREFORE, I, C. Kirby Hammond in consideration of the premises and of the further sum of One (\$1.00) Dollar to me in hand paid by Constantine Sarides, do hereby grant and convey unto the said Constantine Sarides;

- (1) The right, privilege and easement to tie on to and use that 12" brick wall to a height of one-story with full basement extending from the Southeast side of Augusta Street to a depth of 100 feet between the properties of the said Constantine Sarides and C. Kirby Hammond above referred to, all of said wall, however, being located on the property of C. Kirby Hammond;
- (2) It is understood that before the said Constantine Sarides shall complete the building which he now proposes to construct on the property he shall underpin the old portion of the said wall extending from the Southeast side of Augusta Street to a depth of 52.92 feet in accordance with the building laws and regulations of the City of Greenville;
- (3) It is further agreed that should the said wall hereinabove described be destroyed by fire or other casualty, either of the parties hereto may replace the said wall on its present location at his own costs and the other party hereto shall have the right to tie on to and use the said re-built wall or any portion thereof upon payment of one-half of the costs of the portion so used;
- (4) It is further agreed that either of the parties hereto may increase the heighth of said wall for one additional story at his own costs and in case the other said party shall use such additional wall or any part thereof, he shall pay one-half of the costs of the portion so used.

This agreement shall bind the said C. Kirby Hammond and the said Constantine Sarides, their heirs, executors, adminis-