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BLISS FARNSWORTH

R.M.C.

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

AGREEMENT

In consideration of Four Hundred (\$400.00) Dollars, the receipt of which is hereby acknowledged, Marie Elizabeth Welborn grants to B. L. Mullinax, his heirs, executors, administrators and assigns, for all times hereafter, the use of 40 feet of the eastern wall of the building on Lot No. 10, recorded in Plat Book "A", page 411, and described in Deed Book 172, page 35, in R.M.C. Office for Greenville County, State of South Carolina, for the purpose of inserting in said wall enough toggle bolts or what it takes to hold beams or girders for the completion of the Mullinax building.

It is agreed that if Mullinax uses the additional part of the wall, he shall pay the sum of One Hundred (\$100.00) Dollars to Marie Elizabeth Welborn, said Marie Elizabeth Welborn to bear the expense of moving all obstacles from the wall, and in the event Mullinax extends said wall he may do so on the Welborn property with rights at all times for Welborn to use extended wall as a party wall between Lot No. 10 above mentioned and Lot No. 9 owned by B. L. Mullinax, shown as Lot No. 9 in Plat Book "A" at page 411, and described in Deed Book 295, page 421 in R.M.C. Office for Greenville County, South Carolina.

It is also agreed that if damages result to the Welborn building from said construction or tying on to said wall, Mullinax will bear the expense of repairing said damages.

It is further agreed between the parties that this agreement shall be perpetual, and at all times be construed as running with the land.