

148

State of South Carolina,  
County of Greenville.

This agreement made and entered into by and between W.P. Anderson, hereinafter referred to as the party of the first part, and S.R. Zimmerman and Herbert Lindsay, hereinafter referred to as the parties of the second part, Witnesseth:

Whereas the said parties of the second part are the owners in fee of the lot of land situate on the East side of South Main Street in the City of Greenville, County of Greenville, State of South Carolina, situate fifty feet North of the Northeast corner of Main and Murphy Streets, with a frontage on said Main Street of 24 feet and 6 inches, with a depth of 100 feet, and the party of the first part is the owner in fee of the lot of land on the east side of said South Main Street immediately adjoining to, and lying on the south side of the lot belonging to the parties of the second part, and whereas the said party of the first part has heretofore erected a brick wall upon the northern side of his lot adjoining the lot of the parties of the second part, and whereas heretofore the said party of the first part in consideration of the sum of Five hundred (\$500.00) dollars paid by A.E. Morris, granted the use of said wall to the said A.E. Morris, who heretofore owned the lot now owned by the parties of the second part, and whereas it was the intention of the party of the first part to allow the said A.E. Morris, his heirs or assigns the perpetual use of one-half of said wall.

Now therefore, in order that no question shall hereafter arise as to the right of the parties of the second part to the use of said wall, the party of the first part does hereby grant and convey to the parties of the second part, their heirs, administrators, executors and assigns, the right to use said wall as a party wall, and to keep and maintain the same as a party wall so long as said wall shall stand.

And the parties mutually covenant and agree that if it shall hereafter become necessary to repair any portion of said party wall, the expense of said repairing shall be borne equally between them, their respective heirs, executors, administrators, successors and assigns.

It is further mutually agreed between the said parties that this agreement shall be perpetually and at all times construed as a covenant running with the land, but that no part of the fee to the soil on which said brick wall stands, shall pass to or be vested in the said parties of the second part, their heirs, administrators and assigns.

(Next Page)

In witness whereof the parties have hereunto set their hands and seals in duplicate, this the 15th, day of November 1923.

In the presence of:  
B.O. Woodward,  
E. Louise Parker.

Sam R. Zimmerman,  
Herbert Lindsay,  
Parties of the 2nd. part.  
Wm. P. Anderson,  
Party of the first part.

State of South Carolina,  
County of Greenville.

Personally appeared before me E. Louise Parker who on oath says that she saw the within named W.P. Anderson, party of the first part, and S.R. Zimmerman and Herbert Lindsay, parties of the second part, sign, seal and deliver the foregoing written instrument for the uses and purposes therein mentioned, and that she with B.O. Woodward witnessed the execution thereof. Sworn to before me this 15th, day of Nov. 1923.

E. Louise Parker

D.B. Leatherwood (L.S.)  
Notary Public, S.C.



Recorded December 14th, 1923.

END OF DOCUMENT