

State of South Carolina,
Greenville County.

Memorandum of Agreement.

Agreement made and entered into this March 5th, 1924, by and between W.E. Rush and L.A. James, hereinafter called Parties of the first part, and J.S. Machen, hereinafter called party of the second part, Witnesseth:

That whereas the said parties of the first part are now the owners of a certain lot of land on Augusta Street in the City of Greenville, bounded by property of E.G. Perry on the south, an alley on the east and the property of J.S. Machen and the said party of the second part is the owner of a certain lot adjoining the aforesaid property on the _____ side thereof, on which the said party of the second part is about to erect a brick building and is desirous of obtaining permission to insert beams and floor timbers thereof into the blank wall of the said building belonging to the parties of the first part;

Now, Therefore, the said parties of the first part in consideration of the premises hereinafter mentioned, do hereby grant and covenant to and with the said party of the second part, his heirs, executors, administrators and assigns that he be allowed in the erection of said building to insert the beams and floor timbers thereof into the said blank wall of the building aforesaid, and that the same may there remain so long as the said wall shall stand.

In consideration for the foregoing premises, the party of the second part does hereby grant unto the parties of the first part their heirs, executors, administrators and assigns, the use of a certain twelve-foot alley hereinafter described, the said use being restricted to the right of ingress and egress and not to be used for parking cars or for any other purpose, and it is distinctly understood and agreed between the parties hereto that the party of the second part reserves to himself, his heirs, executors, administrators and assigns the right of usage of the said alley for the purpose of ingress and egress, the said alley being described as follows: "All that certain alley twelve feet in width in the City of Greenville, running from Elkin Street along property of W.H. Perry to the rear of the property on Augusta Street owned by W.E. Rush and L.A. James."

It is hereby understood and agreed between the parties that the use of the aforesaid alley by the parties of the first part, their heirs, administrators, executors and assigns, is to immediately terminate in case the said building into which the party of the second part is to insert the beams and floor timbers, should be destroyed by fire or demolished or destroyed by any means whatever, or should said building at any time hereafter become unsafe or unfit for collateral support for the building to be erected by the party of the second part.

This agreement is binding on the parties of the first part, their heirs, executors, administrators and assigns, and on the party of the second part, his heirs, executors, administrators and assigns, and the covenants aforesaid are to run with the land and bind the parties hereto, their heirs, executors, administrators and assigns.

In witness whereof, the parties hereto have this day set their hands and seals.

In the presence of:
W.B. McGowan,
H.O. Williams.

L.A. James,
W.E. Rush,
Parties of the first part.
J.S. Machen
Party of the second part.

(over)