

State of South Carolina,
County of Pickens.

Personally appeared before me Sydney Bruce and made oath that he saw Lucie H. Bruce sign, seal and as her act and deed execute the foregoing Agreement, and that he with me (L. W. Garrett) witnessed the execution thereof. Sworn to before me this 22 day of January, 1940.

L. W. Garrett (L. S.)
Notary Public for South Carolina.

Sydney Bruce.



State of South Carolina,
County of Greenville.

Personally appeared before me Hazel M. McMahan and made oath that he saw J. Hagood Bruce sign, seal and as his act and deed execute the foregoing Agreement, and that he with Patrick C. Fant witnessed the execution thereof. Sworn to before me this 20th day of January, 1940.

Patrick C. Fant (L. S.)
Notary Public for South Carolina.

Hazel M. McMahan.



S. C. Stamps \$2.00
U. S. Stamps \$1.00

Recorded January 30th, 1940 at 10:58 A. M. #1251 BY: E.G.

STATE OF SOUTH CAROLINA.
COUNTY OF GREENVILLE.

AGREEMENT.

WHEREAS, E. A. Gilfillin and L. B. Houston own a certain lot of land on the west side of North Main Street in the City of Greenville fully described in a deed made to them by Mabel K. Graham recorded in the R. M. C. Office for Greenville County, S. C., in Deeds Volume 91, page 138, and

WHEREAS, Harold C. Smith, Eugene B. Smith, Claude D. Smith, and Alfred T. Smith own a lot situate on the west side of North Main Street in the City of Greenville, conveyed to them by Hattie D. Smith by deed recorded in the R. M. C. Office for Greenville County, S. C., in Deeds Volume 96 at page 316, which lot lies immediately north of and adjacent to the lot of E. A. Gilfillin and L. B. Houston hereinabove referred to; and

Whereas, the said E. A. Gilfillin and L. B. Houston did heretofore erect upon the lot of land now owned by them a brick building, the north wall of which is 13 inches in thickness and is built along the joint line of the lots of the said parties for its full length of 98 feet, 1 inch so that one-half thereof rests on the property of the said L. B. Houston and E. A. Gilfillin and the other one-half rests upon property of Harold C. Smith, Eugene B. Smith, Claude D. Smith, and Alfred T. Smith hereinabove referred to; and

WHEREAS, the said Harold C. Smith, Eugene B. Smith, Claude D. Smith, and Alfred T. Smith propose to erect a brick building on the lot owned by them and referred to above and desire to tie on to and make use of a portion of the 13-inch brick wall now located on the joint line of the parties to this agreement and desire to compensate and pay to the said E. A. Gilfillin and L. B. Houston one-half of the cost or value of that portion of said wall now to be used by them, which one-half of the cost or value of such portion has been agreed upon by the parties as amounting to Five Hundred Seventy (\$570.00) Dollars.

NOW, THEREFORE, We, E. A. Gilfillin and L. B. Houston, do hereby acknowledge receipt of the sum of Five Hundred Seventy (\$570.00) Dollars to us in hand paid by Harold C. Smith, Eugene B. Smith, Claude D. Smith and Alfred T. Smith, and in consideration of said payment, we the said E. A. Gilfillin and L. B. Houston, do hereby grant unto the said Harold C. Smith, Eugene B. Smith, Claude D. Smith, and Alfred T. Smith, their heirs and assigns, the right and privilege to tie on to and use the said 13-inch brick wall located along the north line of the lot owned by us for a distance of 98 feet, 1 inch measured from the west side of North Main Street to a height of 22 feet, 10 1/2 inches at the front and to a height of 17 feet, 6 1/2 inches at a point 98 feet, 1 inch measured from the west side of North Main Street, it being understood that the right to tie on to the said wall of E. A. Gilfillin and L. B. Houston shall at no point extend above a straight line extending from a point 22 feet, 10 1/2 inches high measured from the front of said wall on the west side of North Main Street and 17 feet, 6 1/2 inches high at the point 98 feet, 1 inch measured from the west side of North Main Street.

The said E. A. Gilfillin and L. B. Houston do further grant unto the said Harold C. Smith, Eugene B. Smith, Claude D. Smith, and Alfred T. Smith, their heirs and assigns, the further right and privilege to tie their front wall which is 15 inches in thickness measured from the west side of North Main Street to the north wall of the said E. A. Gilfillin and L. B. Houston to a height of 26 feet.