

STATE OF SOUTH CAROLINA,

COUNTY OF GREENVILLE.

PARTY WALL AGREEMENT.

THIS AGREEMENT made this 23 day of June, 1942, by and between Mabel Newton Turrentine, Party of the First Part, and H. B. McKoy, Party of the Second Part.

Whereas, said Party of the First Part is the owner of the building and lot numbered 120 Markley Street, Greenville, South Carolina, and the said Party of the Second Part is the owner of the lot adjoining the same, on the South side thereof, on which last-mentioned lot the said Party of the Second Part is about to erect a brick building and desires permission to insert the beams and floor timbers thereof and tie-in to the said south wall of the building belonging to the Party of the First Part and use it for a party wall, which said wall is thirteen (13) inches in thickness.

Now, therefore, the said Party of the First Part in consideration of the sum of Nine Hundred and no/100 (\$900.00) Dollars to her paid, the receipt whereof is hereby acknowledged, does hereby grant and covenant to and with the said Party of the Second Part, his heirs, executors, administrators and assigns, that he and they may in the erection of said brick building insert the beams and floor timbers thereof and tie-in to the said south wall of the building thereof, The covenants aforesaid are to run with the land and to bind the Parties hereto, their heirs and assigns forever.

It is agreed that the Party of the Second Part shall remove and brick up all windows in the south wall and extend the height of said wall two feet six inches in order to have a parapet fire wall between the two buildings.

The Parties hereto further covenant and agree that if it shall become necessary to repair or rebuild any portion of said wall in the future, then and in that event the cost of such repair or rebuilding shall be borne by the Parties hereto to the extent that they are each using said wall.

Either Party may add to the said wall in height, depth and thickness, carrying up flues and the like to leave the other Party as nearly as may be in as good condition as before, and using good materials and workmanship, and conforming to building laws and doing work from his or her own side as the case may be.

No claim shall be made by either of said Parties or of those claiming under them respectively for payment in respect to any addition or extension to said wall unless with the written consent of the other.

It is further understood and agreed that should any damage result from the tie-in by the Party of the Second Part to the wall of the Party of the First Part, that said Party of the Second Part shall bear the same.

It is further understood and agreed that if said party wall is hereafter destroyed by fire or otherwise either party is to have the right to replace it at his or her own expense and to collect one half the cost of rebuilding if and when the other party commences to make use of said wall.

It is also understood and agreed that the Party of the First Part is not conveying any part of the land underlying said party wall.

In Witness whereof, we hereunto set our hands and seals the year and day first above written.

Witness.

J. A. Henry
Madah M. Bray

Mabel Newton Turrentine (L. S.)
Party of the First Part.
H. B. McKoy (L. S.)
Party of the Second Part.

State of South Carolina,
County of Greenville.

Madah M. Bray, being duly sworn, deposes and says that she saw Mabel Newton Turrentine, Party of the First Part and H. B. McKoy, Party of the Second Part, sign, seal and deliver the foregoing instrument, and that she with J. A. Henry witnessed the execution thereof.

Sworn to and subscribed before me this 23 day of May, 1942.

J. A. Henry (L. S.)

Madah M. Bray

Notary Public for S. C.

State of South Carolina,
County of Greenville.

The Liberty Life Insurance Company, holder of mortgage given by Mabel Newton Turrentine over her above mentioned property on the 20th day of April, 1942 and recorded in