

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

PARTY WALL AGREEMENT.

This agreement made and entered into this 9th day of August, 1943, between Dale K. Groom, hereinafter called the party of the first part, and Dr. R. E. Houston, hereinafter called the party of the second part,

W I T N E S S E T H

That whereas the party of the first part is the owner of a certain lot or tract of land in the Town of West Greenville, State and County aforesaid, on the west side of Lois Street (formerly Woodside Avenue) and on which is located a brick theater building as shown by plat of the property of R. E. Houston made by R. E. Dalton, Engineer, July, 1943, which building has a frontage of thirty-one (31) feet on Lois Street (formerly Woodside Avenue) and extends in a south-westerly direction in almost parallel lines a distance of one hundred thirty-eight (138) feet, and

WHEREAS, certain projections have been added to said theater building by the party of the first part, all of which are shown by said plat above referred to, and

WHEREAS, the party of the second part is the owner of that property on which said projections are located and a sale and conveyance is to be made by the party of the second part to the party of the first part of certain of said property, all of which will more fully appear by reference to deed from said party of the second part to said party of the first part, which is to be recorded herewith, and

WHEREAS, a part of the consideration for said sale and conveyance is the granting of certain party wall rights by the party of the first part to the party of the second part,

NOW, THEREFORE, in consideration of the above recitals and the further sum of One (\$1.00) Dollar in hand paid by the party of the second part to the party of the first part (receipt of which is hereby acknowledged) the party of the first part does for himself his heirs, executors, administrators and assigns covenant and agree to and with the said party of the second part, his heirs, executors, administrators and assigns that the said party of the second part, his heirs, executors, administrators and assigns shall or may, in the erection of any building on that portion of the property of the party of the second part which lies immediately behind and in a westerly direction from the rear of the present postoffice building and for a distance of fifty-three (53) feet, more or less, along the southern side of said theater building of the party of the first part, freely and lawfully, but in a workmanlike manner, and without damage to the property of the party of the first part, make use of such southerly wall of said theater building belonging to said party of the first part or so much thereof as the party of the second part, his heirs, executors, administrators and assigns may desire as a party wall to be constructed and used as such forever, it being understood and agreed that the terms of this agreement shall also extend to the now existing wall which separates the brick theater building, now owned by the party of the first part, and the post office building, now owned by the party of the second part, said wall commencing at a point on the western side of Lois Street (formerly Woodside Avenue) and extending in a westerly direction for a distance of Seventy-five (75) feet, more or less, along the course S. 64-36 W. as will more fully appear by reference to said plat hereinabove referred to.

And it is further understood and agreed between the parties that if either of the parties, their heirs, executors, administrators and assigns shall at any time hereafter desire to extend the height of said wall the party so building or extending the height of said wall shall grant to the other party the same rights to the use of said wall so built or extended in height as are herein agreed upon between the parties by the payment by said other party of one-half the cost of building or extending the height of said wall.

It is further understood and agreed that should, at any time, the present party wall, or any additions which may hereafter be made to said wall, should be destroyed or damaged by fire or other casualty either of said parties, their heirs, executors, administrators and assigns shall have the right to repair or rebuild the said wall and any extensions and the other party, his heirs, executors, administrators and assigns, whenever he desires to use the same, shall have the right to do so upon the payment of one-half the expense of such repairing or rebuilding.

And it is further understood and agreed between the parties that, if it shall hereafter become necessary to repair or rebuild the whole or any portion of the party wall or walls,