

TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

J. A. Henry, being duly sworn, says that he saw the above named Roy Jenkinson, husband, and Mary Jenkinson, wife, sign seal and deliver the foregoing instrument, and that he with Anne M. Freeze witnessed the execution thereof.

Sworn to before me this 24th day of July, 1945.

J. A. Henry.

Anne M. Freeze (L. S.)

Notary Public for S. C.

As Agent and Exrx. of the J. R. Jenkinson estate I hereby consent to the occupancy of the home at 2622 Augusta Rd. as above stated.

Hazel Jenkinson.

No Stamps

Recorded July 25th, 1945 at 4:12 P. M. #8586 BY:E.G.

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

THIS AGREEMENT made this 27th day of June, 1945, between W. C. Cleveland, and Caroline B. Ellis, as Trustee for William B. Ellis, III, and other under deed dated December 25, 1944, recorded in the R. M. C. Office for Greenville County in Deed Book 271 at page 13, parties of the first part, and J. D. Calmes and M. C. Westervelt, parties of the second part,

W I T N E S S E T H:

WHEREAS, the said parties of the first and second parts own adjoining lots of land situate on the North side of West Washington Street, in the City of Greenville, State and County aforesaid, the lot on the Western side belonging to the said W. C. Cleveland and Caroline B. Ellis, as Trustee, and the lot on the Eastern side to the said J. D. Calmes and M. C. Westervelt; and

WHEREAS, the said W. C. Cleveland and Caroline B. Ellis, as Trustee, have heretofore erected a two story party wall 17 inches wide, one-half being situate on their lot and the other half on the lot of land belonging to the said J. D. Calmes and M. C. Westervelt; and

WHEREAS, the said J. D. Calmes and M. C. Westervelt have paid for one-half the cost of the said wall to the height of one story (the receipt of which is hereby acknowledged), and have used the said wall to that height in the construction and maintenance of a garage building which was located on the property of J. D. Calmes and M. C. Westervelt;

NOW, THEREFORE, it is hereby mutually agreed as follows:

(1) That the said J. D. Calmes and M. C. Westervelt have equal rights with the said W. C. Cleveland and Caroline B. Ellis, as Trustee, in and to said wall up to the height of one story.

(2) That should the said J. D. Calmes and M. C. Westervelt, their successors and assigns, desire to make use of the second story of said wall, or any part thereof, they shall have the right to do so upon payment of one-half the cost of the portion so used based upon values as of the time of payment.

(3) That this agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

W. C. Cleveland (L. S.)

Caroline B. Ellis (L. S.)

In the Presence of:

Alice B. Cleveland

As Trustee

Wm. P. Ellis

Parties of the First Part.