

STATE OF SOUTH CAROLINA, )

PARTY WALL AGREEMENT.

COUNTY OF GREENVILLE. )

THIS AGREEMENT made and entered into this 25th day of July, 1946, between HORTENSE M. STALLWORTH, LUCILLE M. SHEIB AND MILDRED T. MARCHANT, hereinafter called the parties of the first part and JAMES ANTONAKAS, hereinafter called the party of the second part,

W I T N E S S E T H:

WHEREAS, the parties of the first part are owners of a certain lot of land in the Town of Greer, State and County aforesaid at the Southwest intersection of Trade and Victoria Streets upon which is located a brick store building having a frontage of approximately 28 feet, 5 $\frac{1}{4}$  inches on Trade Street and extending back in almost parallel lines approximately 100 feet to an alley, and

WHEREAS, the party of the second part is the owner of that certain lot of land immediately south of the property of the parties of the first part, said second party's property having a frontage on the west side of Trade Street of approximately 24 feet and extending back in almost parallel lines approximately 100 feet to said alley and the building upon said property, known as the old bank building, has approximately the same width as the frontage of said property and extends to a depth of only 48 feet more or less, and

WHEREAS, at the time of the erection of the building upon the property of the parties of the first part the South wall of said building was placed partly on the land now belonging to parties of the first part and partly on land now belonging to the party of the second part, and

WHEREAS, the party of the second part contemplates tearing down the present building upon his property and erecting a new building upon the said property, said new building to have a frontage of the west side of Trade Street of approximately 24 feet and to extend back a distance of 100 feet more or less and to be 14 feet more or less in height, and

WHEREAS, the parties of the first part have agreed to permit the party of the second part to use, join and tie on to the South wall of their building upon payment of one-half the cost of the construction of said wall.

NOW, THEREFORE, in consideration of the sum of Five Hundred (\$500.00) Dollars in hand paid by the party of the second part to the parties of the first part, the receipt of which is hereby acknowledged, the parties of the first part do for themselves, their heirs, executors, administrators and assigns covenant and agree to and with the said party of the second part, his heirs, executors, administrators and assigns as follows:

1. That the party of the second part may and shall use, join and tie on to the south wall of the building belonging to parties of the first part in the erection of a building upon the property of the party of the second part and upon completion said wall so used, joined and tied on to shall be and remain a party wall.

2. That any damage to or destruction of the present wall during construction by the party of the second part shall be paid for by said party of the second part or said wall or any damaged portion thereof shall be replaced, at the expense of the party of the second part, in a workmanlike manner.

3. That if said party wall or any portion thereof jointly used shall be damaged or destroyed and if it shall hereafter become necessary to repair or rebuild the whole or any portion of the party wall the expenses of such repairing or rebuilding shall be borne equally by the said parties, their respective heirs, and assigns as to so much and such portion of said wall as the said parties their heirs and assigns shall or may use jointly.