

TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)C O N T R A C T

This agreement and Contract entered into by and between Mrs. W. A. Floyd and the First National Bank of Greenville, S. C., as co-executors of the estate of W. A. Floyd, deceased, hereinafter designated as the party of the first part, and Margaret Cahaly, George Cahaly, and Faris Cahaly, hereinafter designated as parties of the second part.

WHEREAS, the party of the first part is the owner of a certain property known as the Penrose Apartments, located on Pendleton Street, in the city of Greenville, S. C., and the parties of the second part are owners of the land adjacent thereto and desire to erect a building on said vacant lot and attach and use the party wall of the building owned by the party of the first part;

NOW, THEREFORE, IT IS AGREED that the party of the first part, in consideration of the payment of TWO HUNDRED AND FIFTY (\$250.00) DOLLARS by the parties of the second part, the receipt of which is hereby acknowledged, does hereby agree and consent that the parties of the second part shall have the right and privilege to erect a one-story building on said property with the right to annex and attach onto said party wall of the Penrose Apartments.

IT IS FURTHER AGREED AND STIPULATED that as part of the consideration herein, the parties of the second part shall at their own expense take care of the water drainage from both the building to be erected by the parties of the second part and from the party wall side of said Penrose Apartments. The parties of the second part also agree to close up, at their expense, any openings on the side wall of the Penrose Apartments, to and including the height of their one story building.

IT IS SPECIFICALLY AGREED AND STIPULATED that this Agreement and Contract is entered into pursuant to a contract entered into between W. J. Strawn and John King, dated the 11th day of August 1913 and recorded in Volume 32, page 270 in the R. M. C. Office for Greenville County. Under this agreement the said W. J. Strawn granted to John King, his heirs and assigns, the right and privilege to build up to and connect with the wall described in this contract. The party of the first part is the assign of W. J. Strawn and the parties of the second part are the assigns of John King.

IT IS FURTHER AGREED AND STIPULATED that neither any act contained herein, nor any consideration recited herein shall be construed as a waiver or forfeiture by the parties of the second part concerning their right and privilege to use said party wall in future construction, and the contract between W. J. Strawn and John King is hereby confirmed and made the basis for this agreement.

WITNESS OUR HANDS AND SEALS THIS 24th DAY OF May, 1947.

WITNESS:

Caroline J. Barron
R. P. Austin

WITNESS:

J. D. Poag
James H. Price, Jr.

The First National Bank of Greenville, S. C.
as co-executor, Estate of W. A. Floyd

By: H. J. Winn
H. J. Winn, Vice Pres. & Trust Officer

Mrs. W. A. Floyd
Mrs. W. A. Floyd, as co-executor of Estate
of W. A. Floyd

Faris Cahaly
Faris Cahaly

Margaret Cahaly
Margaret Cahaly

George Cahaly
George Cahaly