

STATE OF SOUTH CAROLINA )  
 COUNTY OF GREENVILLE )

CONTRACT AND BUILDING AGREEMENT

This contract and building agreement made and entered into this 1st day of August 1947, by and between James Siachos, seller, and W. A. Ivester, purchaser, both of the City of Greenville, County and State aforesaid witnesseth:

Whereas, the said James Siachos is the owner of a certain lot of land situate on Augusta Street in the City of Greenville, said lot fronting 50 feet on Augusta Street and having a depth of 100 feet, and

Whereas, the said James Siachos has entered into a contract with the said W. A. Ivester to sell one-half ( $\frac{1}{2}$ ) of said lot for a consideration of Eight Thousand Six Hundred (\$8,600.00) Dollars, and

Whereas, the said W. A. Ivester is to construct a brick building thereon for business purposes,

Now Therefore, it is mutually understood and agreed by and between the parties hereto that when the said W. A. Ivester constructs said building the North Wall or (party wall) is to be twelve (12) inches thick, made of brick with terra-cotta coping, is to be 100 feet long and 15 feet high. The wall to have a concrete footing 20 inches wide and 8 inches deep. That half of said wall is to be constructed on the property of W. A. Ivester, that is, six inches of said wall, and, the other half of said wall that is, the other six inches is to be constructed on the portion of the lot retained by the said James Siachos.

That W. A. Ivester is to pay the entire cost of construction at this time. Two bids have been submitted. One from Morris Construction Company at a cost of \$2,512.00. The other from Jordan Construction Company at a cost of \$2,095.20. Both bids were submitted on the above stated specifications. The bid from Jordan Construction Company for \$2,095.20 has been accepted it being the cheaper of the two. It is understood and agreed by the parties hereto that W. A. Ivester is to pay the entire cost of construction at this time but said party wall is to be a covenant running with the property and if the said James Siachos, his heirs, administrators, executors, successors, or any person to whom he might sell or assign the northern half of said lot, the same being the other 25 feet, then the said James Siachos, his heirs, administrators, executors, successors, or assigns who construct a building on said northern half of the original 50 feet lot are to pay to the said W. A. Ivester, one-half ( $\frac{1}{2}$ ) of the original cost of construction or the sum of One Thousand Forty-seven and 60/100 (\$1,047.60) Dollars. ✓

It is further understood and agreed that when the sum of \$1,047.60 has been paid to the said W. A. Ivester, his heirs, administrators, executors or assigns, then and not until said payment, shall a building, either brick, stone, concrete block, frame, or of other material be constructed on said northern half 25 by 100 foot lot.

That this contract and building agreement is thoroughly understood by the parties hereto. That this instrument is to be recorded in the R. M. C. Office for Greenville County. That the book and page of said recording is to be inserted in the deed book 287 at page 201 the same being the book and page showing that Nellie M. Doster conveyed to James Siachos a lot 50 feet by 100 feet of which W. A. Ivester is purchasing 25 feet by 100 feet or the southern half of said lot. This precaution is being taken to put any purchaser on NOTICE of the within written agreement and lien.

IN WITNESS WHEREOF, we have affixed our signatures this 1st day of August, 1947.

WITNESS:

L. M. Mahon  
 J. Venable Jester

James Siachos  
 W. A. Ivester

STATE OF SOUTH CAROLINA  
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Personally appeared before me L. M. Mahon who after first being duly sworn, says:  
 That he saw the within named James Siachos, seller, and W. A. Ivester, purchaser, sign the within written agreement for the uses and purposes therein mentioned and that he with