

STATE OF SOUTH CAROLINA)
 COUNTY OF GREENVILLE)

PARTY WALL AGREEMENT

WHEREAS, the undersigned Henry Theodore, party of the first part, is the owner of a lot situate on the Northern side of West McBee Avenue, forty-eight (48) feet from the Northeastern intersection of West McBee Avenue and South Academy Street, with a depth of one hundred (100) feet and

WHEREAS, the undersigned Marguerite Geer Earle, the party of the second part, is the owner of the lot adjoining the above mentioned lot on the West and situate at the Northeastern intersection of said West McBee Avenue and South Academy Street, with a depth of one hundred (100) feet, and

WHEREAS, the party of the first part proposes to construct a building on the lot, the Western wall of which is to be a party wall for the mutual use and benefit of the parties hereto, their heirs and assigns;

NOW, THEREFORE, in consideration of the premises and the mutual covenant hereinabove set forth:

(1) The party of the first part agrees to build said wall of a thickness not less than required by law and to construct the same so that the center thereof, including the foundation, shall rest upon the dividing line of the lots hereinabove referred to.

(2) The party of the first part covenants for himself, his heirs and assigns, that the party of the second part, her heirs and assigns, shall have the right to tie to and use said wall at any time upon payment to the party of the first part, his heirs and assigns, an amount equal to one-half of the value of said wall, including the foundation, at the time of said use; provided, however, that in no event shall the amount to be paid be in excess of one-half of the actual cost of the construction thereof.

(3) Each of the parties hereto mutually covenants and agrees that either may at any time and from time to time extend in any direction on said dividing line the wall so built, and may rebuild the same in the event of its

RECORDED
 MAY 17 9 45 AM '11
 R. H. H.