

total or partial destruction, upon the same terms and conditions hereinabove set forth.

(4) Each of the parties hereto mutually agrees that whenever the party wall built under this agreement shall be extended in height, the chimneys (if any) previously built in such wall shall be carried up to a proper height and any injury caused by such extension shall be made good all at the expense of the party making the extension; and in case of dispute as to any value mentioned herein, the amount thereof shall be referred to two disinterested parties to be appointed one by each party hereto, or by his heirs and assigns, said disinterested parties in case of disagreement, choosing a third person as arbiter, and the value determined by them shall be binding upon the parties hereto, their heirs and assigns.

(5) Each of the parties hereto mutually covenants and agrees that this agreement shall constitute a covenant running with the land and shall inure to the benefit of and be binding upon themselves, their heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands and seals in duplicate this 6th day of January, A. D., 1948.

Signed, Sealed and Delivered in the presence of;

W. R. Low  
Tom Slyter

Henry Theodore  
Marguerite Geer Earle

STATE OF SOUTH CAROLINA )  
                                  :  
COUNTY OF GREENVILLE )

PROBATE

PERSONALLY APPEARED before me W. R. Low who after being duly sworn, says: That he saw the within named Henry Theodore, as party of the first part, and Marguerite Geer Earle, as party of the second part, sign, seal and as their act and deed, deliver the foregoing Party Wall Agreement, and that he with Tom Slyter witnessed the execution thereof.

SWORN TO before me this 16<sup>th</sup> day of January, A. D., 1948.

Tom Slyter (SEAL)  
Notary Public for South Carolina

W. R. Low

Recorded January 17th, 1948 at 9:45 A. M. #1184