

encroach upon any part of the two parking and service areas described in a certain agreement between William D. McNeill, Edward C. McNeill and Randolph H. McNeill, dated March 6, 1953, and recorded in the R. M. C. Office for Greenville County in Deed Book 474, at page 475.

(2) Upon payment to the said Edward C. McNeill of one-half the cost of said wall and any additions thereto, the said William D. McNeill shall have the right and privilege, in perpetuity, of using said wall and any additions thereto as the Western wall of any building which may be constructed at any time upon his said property, and the said William D. McNeill, at his own expense, may close any windows in said wall which, in his opinion, interfere with his use thereof.

(3) Unless and until the said William D. McNeill shall pay to the said Edward C. McNeill one-half the cost thereof, said wall and any additions thereto shall be the property of the said Edward C. McNeill, who shall be responsible for the entire maintenance and upkeep thereof, and the said William D. McNeill shall have no right to the use of said wall.

(4) From and after the date upon which the said William D. McNeill shall pay to the said Edward C. McNeill one-half the cost thereof, said wall and any additions thereto shall be and become a party wall and the said Edward C. McNeill and William D. McNeill shall each be equally responsible for the maintenance and upkeep thereof.

(5) This agreement shall bind and shall inure to the benefit of the said Edward C. McNeill and William D. McNeill, their heirs and assigns.

IN WITNESS WHEREOF, the said Edward C. McNeill and William D. McNeill have hereunto set their hands and seals the day and year first above written.

In the Presence of:

Edward C. McNeill  
Ellen M. Lockhart  
Robert J. Foy  
William D. McNeill

Edward C. McNeill (15)  
Edward C. McNeill  
William D. McNeill (5)  
William D. McNeill