

STATE OF SOUTH CAROLINA )  
 ) AGREEMENT FOR SUPPORT RIGHTS IN A WALL  
COUNTY OF GREENVILLE )

FILED  
GREENVILLE CO. S. C.  
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WHEREAS, Blake P. Garrett and David H. Garrett, of Greenville County, South Carolina, hereinafter called "Parties of the First Part", are the owners of property known as 4.04 acres on the northern side of Maple Street Extension, in Greenville County, South Carolina, as shown on a plat thereof made by Carolina Surveying Company, dated January 27th, 1975, a copy of which is attached hereto and incorporated herein by reference as though fully set forth, upon which lot is constructed a building tangent to the side property line designated on said plat as "S. 28-45 E., 450 feet total", as to which property Fidelity Federal Savings and Loan Association of Greenville, South Carolina, is the owner and holder of a first mortgage in the original sum of \$200,000.00, dated January 30, 1975, recorded in the RMC Office for Greenville County, S. C., in Mortgage Book 1332, page 525.

WHEREAS, Blake P. Garrett, Jr., as Trustee under written Agreement with Blake P. Garrett, Sr., et al, dated December 5, 1977, appearing of record in the RMC Office for Greenville County, S. C., in Deed Book 1070, page 880, hereinafter referred to as "Party of the Second Part", is the owner of property adjoining the property of the Parties of the First Part on the east, known as 5 acres on the northern side of Maple Street Extension, a plat of which was made by Carolina Surveying Company, dated September 8, 1978, and appears of record in the RMC Office for Greenville County, S. C., in Plat Book 6-W, page 41, and has constructed a building on the westernmost portion of said five acres which ties onto and is supported by the wall of building owned by Parties of the First Part.

WHEREAS, the parties wish to establish said wall separating and supporting their respective buildings as a partywall with the right to use it jointly.

NOW, THEREFORE, for and in consideration of the sum of \$1.00 and for other good and valuable considerations, the receipt and sufficiency whereof are hereby fully acknowledged, the Parties of the First Part and the Party of the Second Part do hereby on behalf of themselves, their heirs, assigns, successors, executors and administrators covenant and agree as follows:

The Party of the Second Part shall have the right to tie onto and to use for support a building located on property owned by the Parties of the First Part for all purposes whatsoever. The Parties of the First Part agree to maintain said wall upon which said support rights are dependent for the use of the Party of the Second Part.

The parties agree that in the event it becomes necessary to repair or rebuild the whole or any part of said wall, the repairing and rebuilding expense shall be borne equally by the parties. Any repairing or rebuilding of the wall shall be on the same location and of the same size as the original wall or portion thereof and the same or similar material of the same quality as that used in the original wall or portion thereof.

This Agreement shall be perpetual in effect and the covenants herein contained shall run with both parcels of land above described but this Agreement shall not operate to convey to either party the fee to any part of the land owned or to be acquired by the other party, the creation of a partywall or support rights being the sole purpose hereof.

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