

that He E Leach was a subscribing witness with himself to the execution of the same.
 Subscribed before me this 15th day of June 1877
 A. M. Bee
 South Carolina
 County of Greenville
 For value recd. I hereby transfer and assign to Alexth Mth Bee his heirs & assigns all the right title and interest which is conveyed to me in this instrument of writing by Wth C Humphreys

Recorded 30 May 1877
 Witness my hand & seal this 15th day of June 1877
 In presence of
 N. L. Poe
 H. O. D'Orley
 J. W. Alexander (seal)

So Carolina
 County of Greenville
 Personally appeared Mr. Poe before me and made oath that he saw J. W. Alexander sign seal & deliver the above for the use & purposes mentioned and that H. O. D'Orley witnessed the same with himself at said time
 Subscribed before me this 15th day of June 1877
 A. M. Bee
 N. L. Poe

So Carolina
 County of Greenville
 For value recd. I hereby assign & transfer the within right as recited in one to J. W. Leagle his heirs & assigns
 Witness my hand & seal this 26th Oct 1878
 Witness
 E. A. Mth Bee
 Alexth Mth Bee (seal)

Recorded for the 30 May 1879

508

W. C. Humphreys To J. W. Leagle	Agreement	The State of South Carolina This indenture made and entered into this 29 th day of May 1879 between J. W. Leagle & W. C. Humphreys both of the City and County of Greenville in the State aforesaid witnesseth that whereas the said J. W. Leagle contemplates building a second story of brick (to be used as an Opera House) over his two brick stores on Main Street in said City of Greenville (at present occupied by Sloan Bros & Sloan Lee & Taylor) and having a deed of conveyance from said Humphreys bearing date the 16 th day of May 1877 conveying the right of using or building to the present two story brick wall of said Humphreys to its present height and whereas the said Leagle proposes or contemplates raising the second story of his building to a greater height than the wall of said Humphreys. Now therefore I the said
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W. C. Humphreys for and in consideration of the promise^{ed} of the proviso and stipulations hereinafter contained, and also in consideration of the sum of Five Dollars to me paid by said J. W. Leagle (the receipt whereof is hereby acknowledged) have conveyed and do by these presents convey unto the said J. W. Leagle his heirs or assigns the entire and exclusive right to build to and upon the wall aforesaid to any height that he may deem fit and advisable for his said second story. Provided that after the said wall shall have been built to the proper height in such a substantial manner as to support any additional roof that may be erected thereon, in case the said Humphreys or his assigns should wish to use said wall as part of a third story on his building that he shall have the right to do so without any cost to him or detriment to the wall of said Leagle. Provided further that upon said Leagle commencing to build upon the wall aforesaid he shall put in or upon the building of said Humphreys such a metal Valley as will protect said Humphreys from any damages by reason of water falling from the roof of said Leagle's building but the said Leagle is not bound to keep said Valley in continual repair for any number of years. And it is agreed by and between the parties that if the wall of said Humphreys (as it now stands) or any other part of the building should be damaged in any way on account of the wall's being built upon or to by the said Leagle then said Leagle is to be and is hereby held to be liable for whatever damage may be to said wall or other part of building. And it is further agreed by and between said parties that if at any time the present wall and the one which said Leagle contemplates building upon it should be by any means destroyed then in case a new wall should be erected the said new wall shall be situated on the ground of both each contributing an equal measure of ground. And it is further agreed that the fifteen or eighteen feet additional to the length of said Humphreys present building which said Leagle contemplates building from the ground shall be situated equally on the ground of each and also that said Humphreys has a perfect right to use said wall in the extensions of his present store room without cost to him and shall have the same right to build upon this part as the other and that without any charge to him. And it is further stipulated the wall which said Leagle contemplates building on the wall of said Humphreys shall have no windows or openings of any kind in it.
 Witness
 J. A. Goodwin
 G. L. Allen
 South Carolina
 County of Greenville
 Personally appeared before me J. A. Goodwin and made oath that he saw
 W. C. Humphreys
 J. W. Leagle