

VOL. 32. TITLE TO REAL ESTATE.
STATE OF SOUTH CAROLINA.,
COUNTY OF GREENVILLE.,

This indenture, made and entered into on this the seventeenth day of June, A.D. 1914, by and between J.W. Jervey and F. Jordan, parties of the first part, and T.F. Hunt and W.T. Henderson, parties of the second part,

WITNESSETH:

That whereas, the parties hereto own adjoining lots of land situate on the east side of North Main Street, between North Street and oak Street, in the City of Greenville, in said County and State; and whereas, the lot belonging to the parties of the first part is vacant, and said parties contemplate improving the same by the immediate erection of a building thereon, and whereas the lot belonging to the parties of the second part has thereon a building known as the Majestic Theatre Building;

And Whereas, it will be to the mutual advantage of said parties to make mutual use of party walls, instead of erecting separate walls for said buildings;

NOW THEREFORE, it is hereby mutually agreed that the parties of the first part, in the erection of their contemplated building, shall have the right, (in consideration of the sum of FOUR HUNDRED AND EIGHTY-FIVE DOLLARS, paid by them to the parties of the second part, the receipt whereof is hereby acknowledged) to use the present wall, of the Majestic Theatre Building extending from Main Street to a point approximately fifty-four (54) feet and three (3) inches from Main Street, provided that in using said wall the parties of the first part shall not weaken or injure the same or threaten the stability of the said Majestic Theatre Building, and that they shall reinforce said wall by constructing, on their own side of the line dividing said two lots of land, an additional brick wall eight (8) inches in thickness;

That the parties of the first part shall have the right to construct, at their own cost, a party wall sixteen (16) inches thick extending from the point above mentioned (said point being approximately 54 feet and 3 inches from Main Street) along the boundary line between said two lots of land for a further distance of approximately fifty-four (54) feet and eleven (11) inches, one-half of which wall shall rest upon the lot of land belonging to the parties of the first part and the remaining one-half of which wall shall rest upon the lot of land belonging to the parties of the second part; in other words, the boundary line between said two lots of land shall run through the center of said wall, and the parties of the first part shall have the right to use said wall in the construction of their said building;

That the parties of the second part shall at any time hereafter have the right at any time, free of charge, to use said party wall so constructed by the parties of the first part in the construction of any building which the parties of the second part may desire to erect upon their said lot of land; provided that in such construction the parties of the second part shall not weaken or injure said party wall or threaten the stability of the building erected by the parties of the first part,

That the provisions of this agreement shall extend to and bind the heirs, executors, administrators and assigns of the parties hereto, respectively,

IN WITNESS whereof the parties hereto have interchangeably set their hands and affixed their seals to duplicate copies of this agreement on the day and year first above written,

Signed, sealed and delivered
in the presence of:
Mary R. Nesbitt,
L.O. Patterson.,

J.W. Jervey., (Seal)
F. Jordan., (Seal)
Parties of the first Part,

T.F. Hunt., (Seal)
W.T. Henderson., (Seal)
Parties of the second part,

State of South Carolina.,
County of Greenville,

Personally appeared before me, Mary R. Nesbitt, and made oath that she saw the within named J.W. Jervey and F. Jordan, parties of the first part, also T.F. Hunt, and W.T. Henderson, parties of the second part, sign, seal and as their act and deed deliver the within written agreement and that she with L.O. Patterson, witnessed the execution,

Mary R. Nesbitt.,

Sworn to before me this
29th day of April, A.D. 1915.,
L.O. Patterson, (L.S.)
Notary Public for South Carolina.,

Recorded for May 10th, 1915.,