Parties of 1st part agree to furnish electricity at 7-1/2 per watt hou and water at the regular city rate for amount used.

In Witness Whereof, said parties have hereunto set their hands and seels, the day and year first above written.

Signed in duplicate.

J. H. Lang Gay Green (Seal)

Attest: E. J. Randolph

Richard Henry Roth (Seal)

North Chroline --- Buncombe County S\$:

Personally came before E. J. Randolph the subscribing witness to the ducy execution of the within presents and makedene ath that he was present and saw the said Gay Green and John Lange, execute the within lease.

Subscribed and sworm to before me, a Notary Public this --- day of --State of North Carolina county of Buncombe.

The due execution of the foregoing instrument was this day proven before me by the oath and examination of E. J. Randolph, the subscribing witness thereto. Let said instrument and this certificate be registered,

Deted May 12--- 1916.--- J. B. Cain Deputy Clerk Superior Court Buncombe County , N. C.

THIS AGREEMENT, made this the 5th day of May, 1916, by and between C. C. Paul and wife, Mary E. Paul, of Buncombe County, North Carolina, parties of the first part, and George H. Wright and wife, Irene G. Wright, of said County and State, parties of the second part, WITNESSETH:

whereas, said parties of the first part are the owners of a lot situated on the West side of Broadway and the East side of North Lexington Avenue, in the City of Asheville, recently conveyed to said C. C. Paul by J. T. Bledsoe and wife recently conveyed to said C. C. Paul by J. T. Bledsoe and wife, and E. L. Ray, and on which there has recently been erected a three-story brick building; and,

WHEREAS, said George H. Wright and wife are the owners of a lot joining said lot of said C. C. Raul and immediately South thereof, which said lot has been recently conveyed to said parties of the second part by said J. T. Bladsoe and wife, and E. L. Ray, and on which said lot there has been recently erected a two-story brick building; and,

WHEREAS, in the erection of said buildings the wall between the same being seventeen inches thick for the first story of said building and thirteen inches thick for the remaining stories of said buildings, has been placed one-half upon the lot of said C. C. Paul and wife and one-half upon the lot of said George.

H. Wright and wife, and is the common or joint wall of both of said buildings;

Book: 208 Page: 78 Page 1 of 3

and,

Page 2 of 3

WHEREAS, it has been agreed by and between the parties to this instrument that said wall shall be and remain a party wall and used in common by the owners of the two lots above mentioned, their heirs and assigns.

Now, Therefore, this agreement witnesseth: That for and in consideration of the premises am the mutual covenants and agreements herein contained, it has been and is hereby agreed by and between the parties hereto, that said wall between the buildings of the parties to this agreement above mentioned, shall from the date of this agreement the said wall between the buildings of the parties to this agreement above mentioned, shall from the date of this agreement owned, held am used in common by the parties to this agreement, the owners of the two lots above mentioned, their heirs and assigns, forever.

And it is further agreed by the parties hereto that the owners of each of said lots, their heirs and assigns, shall at all times have the right to make any lawful use of said wall and to use the same in so far as it may be necessary in adding any additional stories to their respective buildings and make any other or further use of said wall that may be necessary or desirable, providing nothing shall be done that shall render said wall ursafe or dangerous.

It is further agreed by and between the parties hereto that in case it should be necessary to rebuild or repair said wall the cost of such rebuilding or repairing shall be divided equally between the owners of the two lots above mentioned, their heirs and assigns,

It is further agreed by the parties hereto that this agreement shall not affect the ownership of the fee of the land on which said wall stands.

In Witness Whereof, said parties to this agreement have hereunto set their hands and seals the day and year first above written.

C. C. Paul (Seal)

Mary E. Paull (Seal)

Irene G. Wright (Seal)

Geo. H. Wright (Seal)

(Executed in duplicate)

North Carolina Buncombe County .

I, G. W. Robinson, Notary Public in and for the County am State above named, do hereby certify that C. C. Paul and wife, Mary E. Paul, and George H. Wright and wife, Irene G. Wright, personally appeared before me this day and acknowledged the due execution by them of the foregoing instrument; and the said Mary E. Paul and Irene G. Wright being by me privately examined, separate and apart from their said husbands, touchings their voluntary execution of the same, doth each for herself state that she signed the same freely and voluntarily, without fear or compulsion of her said husband, or any other person and that she doth still voluntarily assent thereto.

Witness my hand and Notarial Seal, this the 5th day of May, 1916.

Book: 208 Page: 78 Page 2 of 3

(Notarial Seal)

G. W. Robinson

Notary Public of Buncombe County , North Carolins.

My commission expires 12 / 8 / 17--

North Caralina ___ Buncombe County.

The foregoing Certificate of G. W. Robinson, a Notary Public of the County of Buncombe, duly authenticated by his Notarial Seal, thereto attached, is adjudged to be correct. Let the instrument and the certificated be registered.

This 13--- day of May, 1916.-- J. B. Cain Reputy Clerk Superior Court

Buncombe County, N. C.

STate of North Carolina County of Buncombe.

THIS DEED, Made and entered into this the 4th day of May, 1916, by and between Sallie Gudger, widow, party of the first part, and Walter R. Gudger, J. Rugene Gudger and Famile May Brown, parties of the second part, all of the County and State aforesaid, WITNESSETH:

Whereas, James M. Gudger, Sr., died intestate on prabout the 4th day of March, 1916, seized of certain real estate, situate, lying and being in the City of Asheville at the intersection of the West margin of Short Street with the North margin of Cherry Street; and

WHEREAS, the said James M. Gudger, Sr., left surviving him, his widow, the said Sallie Gudger, party of the first part, and the said Walter R. Gudger, J. Eugene Gudger and Famile May Brown, parties of the second part, as his only heirs—at-law; and

WHEREAS, some controversy has arisen between the parties of the first and second parts as to the rights of the party of the first part in and to certain real estate conveyed to the said party of the first part by the said James M. Judger, Sr., by two certain deeds duly registered in the office of the Register of Deeds of Buncombe County in Books of Deeds Nos. 159, page 173, and 143, page 295, respectively; and

WHEREAS, in order to avoid the expense of litigation and contest over the respective interests claimed by said parties of the first and second parts the said party of the first part has agreed to convey to the said parties of the second part all her right, title, interest andestate in a portion of the land mentioned and described in the deed above mentioned as recorded in Book of Deeds No. 143, page 205, in consideration of the foct that the said parties of the second part have agreed to relinquish and release all their right, title,

Book: 208 Page: 78 Page 3 of 3