against the lawful claims of all persons whomsoever.

In Witness whereof the said party of the first part has caused these presets to be signed in its name by its President and attested by its Secretary, and its corporate seal to be hereunto affixed, all by authority of the Board of directors, of said party of the first part, this the day and year first above written.

Villa Heights Company.

Attest F. M. Messler (Borporate seal) L B. Watley President.

Secretary.

State of north Carolina:

County of BUncombe: This the 10th day of August, A. D, 1917, personally appeared before me C. H. Messler a Notary Public in and for the County of BUncombe and State of North Carolina, F. M. Messler, who, being by me sally sworn, says that he knows the common seal of the Villa Heights Company, and is aquainted with L. B Whatley, who is president of said corporation, and that he the said F. M. Messler, is the Secretary of the said corporation and saw the said President sign the foregoing and annexed deed of conveyance, and that he the said F. M. Messler, Secretary as aforesaid affixed the common or corporate seal of said corporation to said deed of conveyance, and that he, the said F. M. Messler signed his name in attestation of the execution of the said jeed in the presumce of said President of said corporation. Witness my hand and Notarial Seal, this the 10th day of August A. 1917 my Commission expires the

C. H. Messler (Notary Public

My commission expires oth Jay of Jan, A.D. 1918 (Seal)

State of North Carolina;

Buncombe County: The foregoing certificate of C. H. Messler a Notary Public in and for the County of Buncombe and State of North carolina, July authenticated by his Notarial Seal, is adjudged to be correct in due form and according to law.

And the foregoing and annexed deed of conveyance is adjudged to be duly proven.

Let the foregoing deed of conveyance together with said certificate and this certificate be registered. Witness my hand this the 15th day of Dec. A.D. 1917.

J. B. Cain

Reg Dec 15th 1917 at 3: 15 P. M. Deputy Clerk Superior Court Buncombe County

J. J. Mackey Register of Jeeds.

Agreement:

State of North Carolina:

County of Buncombe: This Agreement, Made and entered into this the 15th Jay of December 1917 by and between C, C. Paul and wife, Mary E. Paul, parties of the first part, and J. T. Bledsoe and wife, Maude T. Bledsoe and Edwin L. Ray (unmarried) parties of the second part, all of the said parties of the County of Buncombe and state of North carolina, Witnesseth: Whereas, the parties of the first and second parts hereto are the owners of adjoining brick brick business buildings on the west side of Broadway in the City of Asheville, County and Spate afteresaid, which said buildings extend westward to and have a frontage on the east side of North Lexington Avenue in said City, and Wheres, in the erection of said buildings a common or party walll was constructed having a thickness of seventeen inches for the first story and a thickness of thirteen inches forthe remaining stories, said wall being built onehalf upon the lot belonging to the parties of the first part and one half upon the lot belonging so the parties of the second part, and.

whereasy it was the intention in constructing said building, that said wall should be and remain a joint, common party wall and be used in common by the owners of the respective lots, their heirs and assigns, Now, Therefore, in consideration of of the premises and the mutual covenants and agreements herein contained it has been and is hereby agreed by and between the parties hereto that said wall between said buildings bel onging to the parties hereto, shall, from and after date hereof nbe and remain a joint , common or party wall, owned and used in common by the parties here to, their heirs and assigns forever. It is further mutually agreed and understood by and between the parties hereto, that the owners of each of said lots or either of them, their heirs and assigns, are hereby vested with, and at all times shall have the right and privilege to make any lawful use of said wall which may be Jeemed nece ssary or convenient for making any alterations, or constructing any additional stoy or stories upon their respective buildings, provided, however that such alterations or additions shall bemade with the Jue regard to the safety of the adjoining propert It is further agreed that the expense of making any additions to said wall shall be borne by the party making same and that no benefit shall inure to the other party until said party shall have paid his one half the expense in making said addition It is further understood and agreed that the expense of all repairs made on said wall, as same is now constructed, shall be bore equally by each of the said parties hereto, their heirs or assigns.

It is further mutually understood and agreed that northin herein contained shall be construed to in any manner affect the fee ownership of the respective parties or to cast a cloud upon their respective titles.

In Witness Whereof, the parties of the first and second parts have hereunto set their hands and seals this the day and year first above written.

C, C. Paul (Seal)

Mary E. Paul (Seal)

J. T. Bledsoe (Seal)

Maud T. Bledsoe (Seal)

State of north carolina: E. L. Ray . . (Seal)

County of Buncombe: I, N. T. Robinson a Notary Punlic of Buncombe county, do here by certify that C. C. Paul and wife Mary E. Paul and J. T. Bledson and wife, Maude T. Bledsoe and Edwin L. Ray (unmarried) personally appeared before me this day and acknowledged the due execution by them of the foregoing instrument, and thereupon the said Mary E. Paul and Maud T. Bledsoe being by me privately examined, separa te and apart from their said tusbais touching their voluntary execution of the same Jo state that they signed the same freely and voluntarily, without fear or compul sion of their said husbanis or any other person, and that they do still voluntarily assent thereto, Witness my hand and notarial seal, this the 17th Jay of secember N. T. Robinson Notary Public of BUncombe County

(Notarial seal) My commission expires 6/1 27/19.

State of North Carolina:

County of Buncombe: The foregoing certificate of N. T. Robinson a Notary Public of Buncombe County, is adjudged to be in due form, according to law and correct. Therefore let the instrument with the certificates be registered.

This the 17th jay of ec, A. 1917, Jno H. Cathey

Reg ec 17th 1917 at 4 P. M. Clerk Superior Court.

J. J. Mackey Register of Jeeds.

County of BUncombe: This Injenture, maje and entered into, this the 7th Jay of December. A. . 1917, by and between Joseph F. Ford, and Charles G. Lee, Trustee, of the County of Buncombe and State of North Carolina, parties of the first part, and Joseph Kinsey, of the same county and state, party of the second part, Witnesseth: That Whereas, on the 5th Jay of April, 1915, Joseph Kinsey and wife, Annie L. Kinsey, execut ed and delivered unto Charles G. Lee , as Trustee, for C. A. Van-Wagenen , a deed of trust on certain real estate in said deed of trust fully described, said deed of trust being July recorded in the office of the register of deeds for Buncombe County, North Cardlina, in Book 87, page 274; and Whereas, the said C. A. Van Wagenen has duly assigned said note se cured by the said deed of trust to Joseph F. Ford, Now, Therefore, for and in consideration of the sum of one (\$1.00) dollar to them in hand paid by the said party of the second part, the receipt whereof is hereby as knowledged, the said Joseph F. Ford, as holder of the said note, and the said Chales G. Lee, as Trustee in saddeed of trust, have given, granted, bargained and sold and by these presents do give, grant, bargain and sell, conveym confirm, remise, quit claim and forever release from the operation of said deed of trust unto the said party of the second part, his heirs and assigns forever, all thase certain pieces, parcels or lots of land, situate, lying and being in the County of Buncombe and State of North Carolina, in the Town of Black Mountain, and more particularly bounded and described as follows: 1st. Tract: Beginning at a point in the western margin of church Street where the division line in 1 ots 1 and 2 of Block 3 meet and join, and runs thence with said western margin of Church Street norrth 42° 45' west with said margin of said street one hundred a then (110) feet mome or less to a stake; thence south 45° 30' west parallel with the aforesaid division line between lots 1 and 2 one hundred eighty and 5/10 (180,5) feet more or less to a stake in the rear line of lot no 1; thence south 45° 30' West with the rear line of sa id Lot No 1 one hundred ten (110) feet more or dess to the com mon cornwr of lots No 1 and lot No 2 of the plat hereinafter referred to; thence north 45° 30' East with the line of said lot No 2 one hundred eighty and 5/10 (180.5) feet to the western margin of Church Street, the point of beginning, and being a part of lot No 1 in Block 3 of the partition of the Kerlee property, a map of which is July recorded in Book 154, at page 384, and being the same land described in the following deeds; from A. B. Bays and wife to Joseph Kinsey, deed Jated February, 26th, 1913, and recorded in book 184, at page 578; deed dated February, 10th, 1913, in Book 184 page 582, in the offive of the Register of deeds for Bundombe County, reference to which is herebo made for a more perfect description of the said lands. 2nd. Tract: Beginning on a stake in the southen margin of the Ridgecrest Road and runs thence south 33° 2' east eighty four (84) feet to a stake; thence North 83° 15' East seventy four (74) feet to a stake in the southern margin of Ridgecrest road; thence with said margin of said road north 24° 10' East sixty seven and 7/10 (67.7) feet to he beginning, and bing lotot \$ 6 and 7 as shown on a map of the Kinsey