State of Alabama,

Shelby County.

Whereas, T. E. Watson is the owner of the following described promerty situated in the Town of Montevallo, Alabama, viz:

One brick house now used as a motion picture house and certain parts of lots Number 40 and 41, in the Town of Montevallo, Alabama, according to the original plan of said town, as recorded in the office of the Judge of Probate of Shelby County, Alabama, which said parts are particularly described as follows:

Beginning at a point on the south east margin of Broad (Sometimes called "Main")Street, which is 44 feet northeast of the westermost corner of said lot number 41, said corner being the eastermost intersection of Broad and Shelby Streets and said beginning point being the northermost corner of the two story brick store building of F.W.Rogan, running thence northeast along said margin of Broad Street, a distance of 24 feet, thence south east perpendicular to Broad Street a distance of 109 feet, to the line of the Latham property, thence southwest along the line of the Latham property parallel with Broad Street a distance of 24 feet, and thence northwest perpendicular to Broad Street a distance of 109 feet, along the line of the F.W.Rogan lot, to the point of beginning; and,

Whereas, the undersigned F.W.Rogan owns the following described property situated in the Town of Montevallo, Alabama, adjacent to the aforementioned property belonging to T.E.Watson, viz:

A part of Lot #41 in the Town of Montevallo, Alabama, according to the original plan of said Town, as recorded in the Probate Office of Shelby County, Alabama, and more particularly described as follows:

Beginning on the south east margin of Broad Street at the westermost corner of said Lot #41,- said Corner being the eastermost intersection of Broad and Shelby Streets, and running the nce north east along said margin of Broad Street a distance of 44 feet, thence south east perpendicular to Broad Street a distance of 109 feet to the line of the Latham property, the nce south west along the line of the Latham property parallel with Broad Street a distance of 44 feet, thence north west perpendicular to Broad Street a distance of 109 feet to the point of beginning; and,

Whereas, there is a brick store building on said lot fronting on Broad Street, and running back a distance of 80 feet, and which store building is owned by amd known as the F. W. Rogan Store Building; and,

whereas, the north east wall of said store building adjoins the lot owned by said T. E. Watson hereinbefore described; and,

Whereas, said wall is a party wall; and,

Whereas, it is desired by said T. E. Watson that he be permitted and granted the privilege of extending said party wall 24.6 feet, which will be a total distance of 104.6 feet from Broad Street; and.

Whereas, said F. W. Rogan is the owner of the lot or parcel of land upon which said extended wall is desired to be built or placed; and,

Whereas, there is an alley-way behind the F. W. Regan store building aforesaid over which said Watson who is the owner of the aforementioned land is entitled to ingress and egress, which alley-way is approximately $13\frac{1}{2}$ feet wide, and lies adjacent to the back end of said Rogan Store building; and,

Whereas, said Rogan desires said alley narrowed to $11\frac{1}{2}$ feet adjacent to his store building; and,

whereas, it will also be to the benefit of said F.W.Rogan that said wall be extended, provided he shall have the right to use the same as a party wall if and when so built, except as to the space constituting or adjoining the ll2 foot alleyway:

It is, thereupon, agreed between said T.E. Watson and said F. W. Rogan and his wife, Fannie Belle Rogan, as follows:

- 1 That said Watson shall have the right and privilege of extending the north east wall of the Rogan property hereinabove described to a distance of 104.6 feet from Broad Street.
- 2. Said wall when erected shall be a party wall and said Watson shall have the right and privilege to build and join thereto in all respects as if the same were a joint partition

wall; likewise said Rogan shall have the right to join to and use said wall as if the same were a joint wall, except, of course, the space adjacent to or upon which said alley-way abuts.

3. Said Watson agrees to erect or build said wall which shall be a seventeen inch wall to an approximate height of 22 feet above the leval of the ground and to the bottom of the trusses of the building to be rected thereon, and shall be a nine inch wall for an additional four and a half feet to the top of paramet.

4. It is mutually agreed that said alley-way behind the store of said F. W. Rogan, as aforesaid, shall be narrowed to $11\frac{1}{2}$ feet in width.

WITNESS our hands and signed in duplicate, this the 10th day of August, 1935.

T. E. Watson
F.W.Rogan
Fannie Belle Rogan

The State of Alabama,
Shelby County.

I, Wm.D. McConaughy, a Notary Public in and for said County, in said State, hereby certify that T. E. Watson, an unmarried man, and F. W. Rogan and wife, Fannie Bell Rogan, whose names are signed to the foregoing contract or agreement and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand this the 14th day of August, 1935.

Wm.D. McConaughy,
Notary Fublic.

The State of Alabama, Shelby County.

I, Wm D. McConaughy, a Notary Public in and for said County, in said State, hereby certify that on the 14th day of August, 1935, came before me the within named Fannie Belle Rogan, known to me to be the wife of the within named F.W. Rogam, who, being examined separate and apart from the husband, touching her signature to the within conveyance, contract or agreement, acknowledged that she signed the same of her own free will and accord, and without fear, constraints or threats on the part of the husband.

In witness whereof, I hereunto set my hand this the 14th day of August, 1935.

Wm.D.McComaughy, Notary Public.

Filed for record in this office August 15th 1935 at 2 PM and recorded in deed record 98, page 521 and examined. L C Walker, Judge of Probate.