

( Deed )

State of South Carolina,

County of Greenville.

Whereas Mrs. Minnie Davis departed this life on or about the twenty-seventh day of December 1914, seized in fee simple and possessed of the tract of land hereinafter described and leaving as her sole heirs at law and distributees her husband, Waddy C. Davis, and her four children, Waddy C. Davis, Jr., Hoke M. Davis, Beulah Irene Davis and Boyce Eugene Davis, to whom the title to said land descended under the operation of the statute of distributions for said State;

And whereas, the said Waddy C. Davis, on or about the third day of December 1918, instituted a proceeding in the Court of Common Pleas for said County and State against his said four minor children, in which proceeding a decree was rendered by Hon. H.F. Rice, Presiding Judge, bearing date December 7, 1918, authorizing the plaintiff to execute and deliver this deed, which should be effective to vest in the purchaser of said land the entire fee simple interest in said tract of land, including the undivided interest therein belonging to the said four minor defendants to the same extent as though all of said defendants were above the age of twenty-one years, and had personally signed and delivered such deed;

Now, therefore, know all men by these presents that I, the said Waddy C. Davis in consideration of the sum of Twenty-six hundred dollars (\$2600.00) to me in hand well and truly paid by C.B. Wynn of said County and State at and before the sealing of these presents (the receipt whereof is hereby acknowledged), have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said C.B. Wynn, All that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina and County of Greenville, in Paris Mountain

Township, having the following metes and bounds, to-wit: Beginning on a large poplar thence running S. 40- $\frac{1}{2}$ ° W. 20.30 to a stake in the Hunt's Bridge Road; thence down said road as the line 10.00 to a stone; thence N. 41° E. 7.86 to a small poplar Xnm; thence N. 9- $\frac{1}{2}$ ° E. 8.60 to a poplar XNM; thence due N. 3.07 to a stake on the Shockley Branch; thence up said branch as the line to the beginning corner, and contains twenty-five and three-fourths (25- $\frac{3}{4}$ ) acres, be the same more or less; this being the same tract of land conveyed to the said Minnie Davis by Jerry Wynn by deed bearing date January 9, 1913 and recorded in the office of the Register of Mesne Conveyances for said County and State in Deed Book 26, at page 285;

Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

To have and to hold all and singular the said premises hereinabove described unto the said C.B. Wynn and his heirs and assigns forever; my intention in signing these presents being to convey to the said C.B. Wynn the undivided one-third interest in said tract of land which belongs to me individually as one of the heirs of the said Minnie Davis, and also the undivided two-thirds interest therein which is vested in my four minor children above named; the conveyance of the interest belonging to my said children being in pursuance of the authority vested in me in and by the decree of Court above referred to.

Witness my hand and seal this twenty-eighth day of December in the year of our Lord one thousand nine hundred and eighteen, and in the one hundred and forty-third year of the Independence of the United States of America.

Signed, sealed and delivered in the presence of:

Mary R. Nesbitt,

(Stamps \$3.00)

Waddy C. Davis (Seal)

L.O. Patterson,  
State of South Carolina,  
Greenville County.

Personally appeared before me Mary R. Nesbitt and made oath that she saw the within named Waddy C. Davis sign, seal and as his act and deed deliver the within written deed, and that she with L.O. Patterson witnessed the execution thereof.

Sworn to before me this 28th, day of December A.D. 1918.

L.O. Patterson (L.S.)

Mary R. Nesbitt

Notary Public for South Carolina.

State of South Carolina, Greenville County.

I, J.E. Thackston, a Notary Public in and for South Carolina, do hereby certify unto all whom it may concern that Mrs. Maidie Davis the wife of the within named Waddy C. Davis did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named C.B. Wynn, and his heirs and assigns, all her interest, and estate, and also all her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Given under my hand and seal this 30th, day of December A.D. 1918.

J.E. Thackston (L.S.)

Mrs. Maidie Davis.

Notary Public for South Carolina.

Recorded January 11th, 1919.

( Contract to sell land )

State of South Carolina,

County of Greenville.

This agreement made and entered into by and between W.M. Young, hereinafter referred to as the Seller, and E.C. Byrd and Ophelia Byrd, hereinafter referred to as the Purchasers, Witnesseth:

That the seller, for the consideration hereinafter mentioned, agrees to sell and convey to the purchasers, their heirs and assigns, All that certain lot of land situate on Mulberry Street, in the City and County of Greenville, and State of South Carolina, and having a frontage thereon of Seventy-five feet, more or less, with a depth of eighty-five feet, more or less and known as 319 Mulberry Street; and the purchasers hereby agree to pay therefor the sum of Thirty-six hundred dollars, in the following manner; \$200.00 in cash (the receipt whereof is hereby acknowledged), and \$392.00 in monthly payments of twenty dollars per month, commencing on the 1st, day of February, 1919, and on the 1st, day of each successive month thereafter, until said sum of \$392.00 is paid in full, interest to be computed thereon, at the rate of eight per cent. per annum, payable annually until paid, and the purchasers are to assume and pay note and mortgage of Carolina Loan and Trust Company of Twenty-three hundred dollars, on which there is now a balance due of \$2208.00;

And the purchasers are to pay the monthly dues and interest thereon, to the said Carolina Loan and Trust Company, amounting to \$38.33 per month, commencing on February 1st, 1919; and the purchasers are also to assume and pay note and mortgage held by William G. Sistine for Eight hundred dollars with interest thereon from February 1st, 1919, the seller hereby agreeing to pay the accrued interest up to that date.

It is understood and agreed, that the purchasers are to pay all taxes and insurance premiums hereafter to become due, and the seller is to pay all taxes and paving assessments that are now due against said property, and when the purchasers shall have paid said sum of Three hundred ninety-two dollars, with all accrued interest due thereon, the seller will make, execute and deliver, or

cause to be made, executed and delivered, to the purchasers a good fee simple, general warranty title to said premises.

It is further understood and agreed, that time is of the essence of this contract, and in case of failure of the purchasers to comply strictly with the terms of this contract, and shall at any time be in arrears in their payments, for ninety days, then the seller is absolutely discharged both in law and in equity, from any and all liability to make and execute such deed, and may treat said purchasers as tenants, holding over contrary to this contract, and may retain all sums of money paid hereon, as rent for said property.

It is further understood and agreed, that the purchasers are to be given possession of said Premises on the 1st, day of February 1919.

In witness whereof, the parties hereto have set their hands and seal in duplicate, on this the 13th, day of February 1918.

In presence of:

Harry R. Wilkins,

J.S. Elmore,

W.M. Young,  
Seller.E.C. Byrd,  
Ophelia Byrd,  
Purchasers.

State of South Carolina,

County of Greenville.

Personally appeared before me, J.S. Elmore who on oath says that he saw the within named

W.M. Young, E.C. Byrd and Ophelia Byrd sign, seal and as their act and deed deliver the

foregoing written instrument, for the uses and purposes therein mentioned and that he with

Harry R. Wilkins witnessed the execution thereof.

Sworn to before me this 13th, day

of February A.D. 1919.

J.S. Elmore

Harry R. Wilkins

Notary Public for South Carolina.

Recorded Jan. 15th, 1919.