

State of South Carolina,
County of Greenville

Whereas on the - - - day of April, 1913. by order of the Court of Common Pleas for Spartanburg, County, South Carolina in the case of The American National Bank of Spartanburg and others, against Kendrick-Walker Company of Taylors, in Greenville County, and others, G.W. Taylor was appointed Receiver for said Kendrick-Walker Co., with power to dispose of the assets of said corporation. And whereas among the assets of said corporation it owned a half interest in a Telephone Line running from Taylors Station to Stone Avenue in the City of Greenville said State, where it connects with the Southern Bell Telephone & Telegraph Co.

Now, therefore in consideration of the sum of One hundred and seventy-five dollars to me, the said G.W. Taylor, Receiver as aforesaid in hand paid by The Citizens Bank of Taylors, I have granted bargained and sold and by these presents do hereby grant, bargain and sell unto said Bank all and singular the said One-half interest in the said Telephone Line consisting of Poles, Wires, Insulators and what Rights of way or other Rights, Privileges or Possessions connected with the use and occupation of said Telephone Line in any manner whatsoever that the said Corporation of Kendrick-Walker Co. had in said Line before the same was transferred to me as aforesaid.

Witness my hand and seal this the 11th, day of Dec. 1913.

Signed in presence of:

J.M. Long,
C.S. Hill.

G.W. Taylor (Seal)
Receiver.

State of South Carolina,
County of Greenville.

Personally appeared before me J.M. Long and makes oath that he saw the within G.W. Taylor, Receiver sign, seal and as his act and deed deliver the within instrument and that he with C.S. Hill witnessed the execution thereof.

Sworn to and subscribed to before

me this 15th, day of No. 1917, at Taylors, S.C.

J.M. Long.

I.W. Garbett.
N.P. for S.C.

Recorded November 16th, 1917.

(D-E-C-R-E-E)

State of South Carolina,)
County of Greenville.) Court of Common Pleas.

W.T. Henson, in his own right, and)
as Committee of the estate of Rachel-)
Anna Henson, insane, J.V. Henson,)
D.C. Henson, Mrs. Ella Howell, and)
Mrs. Mary Neely.)

Plaintiffs,)

-Vs-)

S.D. Henson, J.B. Henson, and)
Rachel Ann Henson,)
Defendants.)

See Deed Book #39, at page 516.

Upon Motion of J.J. McSwain, attorney for Plaintiffs, It Is Ordered, that the Report of the Master herein, be, and the same is hereby confirmed and made the Judgment of this Court.

It Is Further Ordered, Adjudged and Decreed, that the Defendants, S.D. Henson, be and is hereby required to execute his bond, conditioned to care for and support the defendant, Rachel Anna Henson, on the forty-three acre tract of land, which is the subject of this action, so long as she shall live, and that he secure said bond, by executing a mortgage on said tract of land, in favor of the defendant, Rachel Anna Henson, and that said bond and mortgage be recorded as a part of the costs of this action.

It Is Further Ordered, Adjudged and Decreed, That if defendant, S.D. Henson, fails and refuses to execute said bond and mortgage, as herein required, that said Master's Report, and this Decree, be recorded in the R.M.C. Office for Greenville County, as recommended in said report of the Master, and that the said Rachel Anna Henson, have a lien upon the land in order to secure her support and care by the defendant, S.D. Henson, and have further the right to live upon said land, if she so desires.

T.H. Spain,
Presiding Judge.

Nov. 19- 1917.

Report of Master.

To The Honorable Court Of Common Pleas For Greenville County:

The undersigned Master, to whom the above entitled case was referred, respectfully reports, that he held a reference on September 15th, of which it appears that the defendants had due personal notice but none of the defendants nor their attorneys appeared at the hearing.

It appears from the testimony that the defendant, Rachel Anna Henson, on the - - - day of July 1916, conveyed a tract of land of forty-three and one-half acres, bounded by lands of J.V. Henson, Margaret Henson, and others and on waters of Tyger River and the Jordan Public Road, to the defendant S.D. Henson, who paid nothing therefor at the time.

Promptly in this action an issue was framed out of equity and submitted to a jury testing the validity of said deed on the ground that the grantor was of such unsound mind as to be incapable of executing a valid deed but the jury rendered a verdict in favor of the validity of said deed. The complaint was then amended and a supplemental complaint filed, to which the defendants duly filed answer, and the issues made by the supplemental complaint and the answer thereto herein referred to me, and the issue now is to determinate whether or not the said Rachel Anna Henson, being of weak mind at the time, was induced to sign the deed to the land by reason or representations-

(over)