

State of South Carolina,
County of Greenville.

Whereas The Columbia Savings Bank and Trust Company et al. on or about the thirtieth day of June, in the year of our Lord one thousand, nine hundred and twenty, exhibited their complaint in the Court of Common Pleas for the County aforesaid against Thos. M. Walker et al for the foreclosure of a mortgage affecting the real estate hereinafter mentioned and described; and the cause at issue came on to be heard on the twelfth day of September, 1921, and such proceedings were had therein as resulted in a decree of the said Court, bearing the date last hereinabove mentioned, whereby it was adjudged and decreed that the real estate hereinafter described should be conveyed to said Title Guarantee and Trust Company, as Trustee; that American Bank should have the right, at any time after the twenty-second day of May, 1922, to request in writing the sale of said real estate; and that upon such request the said Title Guarantee and Trust Company, as Trustee, should sell said real estate at public auction on salesday of the second month succeeding the month during which such request should have been made; all of which will more fully appear by reference to the papers in said proceeding filed in the office of the Clerk of Court for said County and State and enrolled as Judgment No. A-9270;

And whereas, during the month of November, 1923, said American Bank did deliver to said Title Guarantee and Trust Company, as Trustee, a written request for the sale of said property; and the said Title Guarantee and Trust Company, as Trustee, after having duly advertised (in the manner of Master's Sales) the said real estate for sale, at public auction, on sales-day in January (being the seventh day of January), 1924, to-wit; by publishing the notice of such sale once a week for three weeks in the Greenville News, a newspaper published in said County and State, did then, during the legal hours of sale, openly and publicly, according to the custom of auction, sell and dispose of the same unto L.O. Patterson, as Attorney, for the sum of Sixteen thousand dollars; he being at that price the highest bidder therefor; and

Whereas, the said L.O. Patterson, as Attorney, did assign his bid to The Board of Trustees of Chicora College, which has complied with the terms of its bid by paying to said Title Guarantee and Trust Company, as Trustee, the sum of ten thousand dollars, with interest thereon at the rate of eight per cent. per annum, from the second day of February 1920, in satisfaction of the claim of said bank (which is a first lien on said property), and by re-paying to said Title Guarantee and Trust Company, as Trustee, the sums advanced by it in connection with said property, and its commissions as such trustee, less the rents received by said trustee; and has credited the remainder of said purchase price on the claim held by said The Board of Trustees of Chicora College amounting to six thousand dollars, with interest thereon from May 22, 1921; said claim being a second lien on said property, and the amount of said purchase price being insufficient to pay said claim in full, and insufficient to pay any junior and subordinate liens upon said property.

Now, Therefore, know all men by these presents that said Title Guarantee and Trust Company, a corporation chartered under the laws of the State of South Carolina, and having its principal place of business in the City of Greenville, in said County and State, in -

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consideration of the said sum of sixteen thousand dollars paid or accounted for by said The Board of Trustees of Chicora College, a corporation chartered under the laws of said State, and having its principal place of business in the City of Columbia, in said State (the receipt whereof is hereby acknowledged), has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto said The Board of Trustees of Chicora College, and its successors and assigns, all that certain lot, piece or parcel of land, with improvements thereon, situate, lying and being in the State of South Carolina and County of Greenville, in the Fifth Ward of the City of Greenville, known and designated as Lot No. 3 on a plat of the Thos. M. Walker Company's subdivision of property known as the Chicora College property, recorded in the Office of the Register of Mesne Conveyances for said Greenville County in Plat Book "E", at page 146; said lot number three having a frontage of twenty-five (25) feet on said South Main Street and extending therefrom ninety (90) feet, being bounded on the north by lands now or formerly of Richardson, on the east by lot number two shown on said plat, on the south by South Main Street and on the West by lot number four. The said lot number three hereby conveyed is the same which was conveyed to said Title Guarantee and Trust Company, as Trustee, by J. Edwin Belser, as Trustee, by deed dated September 28, 1921, and recorded in the office last above mentioned in Deed Book 61, at page 310.

It is clearly understood that the brick wall now standing on the boundary line between lots three (3) and four (4) on said plat has been declared and adjudged by said decree to be a party wall for the joint and common use as such of the several owners of said two lots respectively, and their respective successors, heirs and assigns;

And it is further understood and agreed that The Board of Trustee of Chicora College undertake and agree to pay all taxes and assessments which may be levied against said property for the calendar year 1924.

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 premises before mentioned unto the said The Board of Trustees of Chicora College, a corporation as aforesaid, and its successors and assigns forever. And said Title Guarantee and Trust Company, as Trustee, does hereby bind itself and its successors to warrant and forever defend all and singular the said premises unto said The Board of Trustees of Chicora College and its successors and assigns, against itself as trustee and its successors lawfully claiming or to claim the same or any part thereof.

In witness whereof the said Title Guarantee and Trust Company has caused its corporate name (as trustee), to be hereunto subscribed and its corporate seal to be hereunto attached by L.O. Patterson, its President and Treasurer, lawfully authorized thereunto, on this the sixth day of March, in the year of our Lord one thousand, nine hundred and twenty-four and in the one hundred and forty-eighth year of the Independence of the United States of America.

Signed, sealed and delivered

in the presence of:

J. Lynn Walker,

Alpha B. Childress. U.S. Stamps \$16.00
S.C. Stamps \$16.00

Title Guarantee and Trust Company (Seal)
As Trustee.
By L.O. Patterson,
President and Treasurer.



(Over)