

State of South Carolina,  
County of Greenville.

This agreement made and entered into by and between Corrine Bates, hereinafter referred to as the party of the first part, and W.T. Bates, R.D. Bates, Harrison Bates and J.K. Bates, hereinafter referred to as parties of the second part: WITNESSETH:

Whereas Robert D. Bates, late of the County and State aforesaid, died on July 7th, 1928, leaving in force his last will and Testament, dated February ---- 1919, which was admitted to Probate in Common Form, by the Judge of the Probate Court for Greenville County, S.C., on the 12th, day of July 1928, and by the terms of said Will, the said testator gave to his daughter, Mary Bates, now Mary Bates Ballenger, (after the payment of all his just debts and funeral expenses) one-sixth of his entire estate, this to be paid out of money, or notes and mortgages belonging to his estate, and all the remainder of his estate, he gave to his wife, Corrine Bates, and his brother-in-law, W.H. Tucker, in trust, for certain uses and purposes therein mentioned, until his youngest child, or all of them, should arrive at the age of twenty-five years, at which time all of the property should be divided among his wife and children, other than Mary Bates (Ballenger), she having been provided for as hereinabove stated, and whereas all of his children are now above the age of twenty-five years, and whereas, the said Robert D. Bates, died seized and possessed of his home place on the Spartanburg Road, in Butler Township, Greenville County, South Carolina, containing sixty (60) acres, more or less, and whereas the parties of the second part have agreed that so far as their interest in said property is concerned, that their mother, the said party of the first part, shall occupy, use and enjoy all the rents, issues and profits derived therefrom during the term of her natural life time, and at her death the same, or the interest of the parties of the second part, shall revert to them, or their respective heirs or assigns.

Now Therefore, we the said parties of this instrument do hereby agree and bind ourselves, our respective heirs, executors, administrators and assigns to faithfully carry out the agreement that we have solemnly entered into; that the said party of the first part, Corrine Bates, shall occupy, receive all the rents, issues and profits, derived from said home place her lifetime, and upon her death, the same, or the interest of the parties of the second part therein, shall revert to them, or their respective heirs, executors, administrators and assigns.

It is further understood and agreed that said property may be sold at any time, provided all the parties to this instrument agree, the proceeds of sale to be disposed of in such manner as the parties may then agree to, in case of sale.

In witness whereof the parties, have hereunto set their hands and seals, this the 13th, day of July, 1928.

In presence of:

D.B. Leatherwood,

Jessie O. Hunt.

State of South Carolina,  
County of Greenville.

Corrine Bates (L.S.)

R.D. Bates (L.S.)

Harrison Bates (L.S.)

W.T. Bates (L.S.)

J.K. Bates (L.S.)

Personally appeared before me Jessie O. Hunt who, on oath says that she saw Corinne Bates, the party of the first part, W.T. Bates, R.D. Bates, Harrison Bates and J.K. Bates, the parties of the second part, sign, seal and as their act and deed, deliver the above written instrument, for the purposes therein mentioned, and that she with D.B. Leatherwood witnessed the execution thereof. Sworn to before me this 13th, day of July, 1928.

D.B. Leatherwood (L.S.)  
Notary Public for S.C.

Jessie O. Hunt

Recorded July 13th, 1928 at 2:45 P.M.