

Georgia  
Fulton County.

Whereas, W. L. M. Austin, Sr., died intestate in the City of Atlanta, Fulton County, Georgia, on the 23rd day of February 1931, leaving as his only heirs at law his widow, Mrs. Cemer Yeung Austin and one son, W. L. M. Austin, Jr., and,

Whereas, the said W. L. M. Austin, Sr., at the date of his death was seized and possessed of that certain piece, parcel, lot or tract of land situate, lying and being in Austin Township, Greenville County, State of South Carolina, known and designated as Tract No. 3 of the subdivision of the lands of Martha A. Austin, as shown by plat of said lands, and being more particularly described by metes and bounds as follows, to wit:

Beginning at a stone at fork of road, Will Perritt's corner, and running thence along the road N. 79 E. 7.15 to bend in road, thence S. 69½ E. 8.85 to bend; S. 84 E. 50.80 to bend, thence N. 88½ E. 6.50 to fork of road; thence N. 21.34 E. 14.66 to stone in road near Greens house at creek; thence along said road S. 16½ E. 8.52 to pin; thence S. 35 E. 6.38 to the beginning corner containing fifty (50) acres, more or less.

Also all that certain other piece, parcel or tract of land situate, lying and being in the County of Greenville and State of South Carolina in Austin Township, known and designated as Tract No. 1 of the subdivision of the lands of Martha A. Austin, as shown by plat of said lands and being more particularly described by metes and bounds as follows; to wit:

Beginning at a stone on Will Perritt's line and running thence N. 11 W. 23.72 to stone; thence N. 72½ E. 8.16 to road; thence along road S. 16½ E. 18.02 to bend; thence S. 35 E. 6.38 to stone; thence S. 78 W. 10.25 to the beginning corner, containing seventeen and sixty nine hundredths acres, more or less.

These being the same two tracts of land conveyed to W. L. M. Austin, Sr., by Martha A. Austin, said deeds being recorded in the R. M. C. office for Greenville County, State of South Carolina, in Vols. 108, at page 582, and 105 at page 426, respectively.

Whereas, the said Mrs. Cemer Yeung Austin has elected and by these presents does elect to take an undivided one third (1/3) interest by descent and inheritance of the above described property in lieu of dower; and

Whereas, the said Mrs. Cemer Yeung Austin and W. L. M. Austin, Jr., being desirous of settling the estate of the said W. L. M. Austin, Sr., without administration, have made deeds between themselves of even date herewith whereby the said Mrs. Cemer Yeung Austin has conveyed to the said W. L. M. Austin, Jr. all of her interest in the above described property and the said W. L. M. Austin, Jr., has thereupon conveyed to the same Mrs. Cemer Yeung Austin, an estate in said property for and during her natural life with reversion at her death to the said W. L. M. Austin, Jr., and

Whereas, the said conveyances were made under the agreements as conditions hereinafter set forth.

Now, therefore, in consideration of the premises and of the sum of One (\$1.00) Dollar in hand paid, each to the other, receipt of which is hereby acknowledged, the said Mrs. Cemer Yeung Austin and the said W. L. M. Austin, Jr., have agreed and by these presents do agree as follows:

1. There is now upon the above described property an encumbrance, or mortgage in the sum of Two thousand (\$2,000.) dollars given by W. L. M. Austin, Sr., to L. B. McDaniel on the 12th day of November 1928, and recorded in Volume 139, page 130, of the records in the office of the Register of Mesne Conveyances of Greenville County, South Carolina, and bearing interest at the rate of eight (8) per cent. per annum payable annually. The said W. L. M. Austin, Jr., for himself, his heirs, executors and administrators, has agreed and by these presents does agree, to pay the interest upon said loan promptly as same may mature and to assume the entire loan of Two Thousand (\$2000) Dollars against said property, and to pay off and discharge said loan, or renew the same from time to time so that the said Mrs. Cemer Yeung Austin will not be chargeable either with the principal or interest of said loan. It is further agreed that should the said W. L. M. Austin, Jr., become financially unable to carry out his part of this agreement through sickness or loss of position, this agreement is to be null and void, and title to property described above is to be restored to its present status: 1/3 to Mrs. Cemer Yeung Austin, and 2/3 to W. L. M. Austin, Jr., subject to incumbrance of \$2000.00.

(Over)