

State of South Carolina,  
County of Greenville.

( Deed 15 )

WHEREAS, heretofore, one Thomas J. Sullivan, a resident of Laurens District ( now County) in said State departed this life, leaving of full force and effect his last will and testament, bearing date the tenth day of January A.D. 1864, and admitted to Probate by the Court of Probate for said Laurens District on the 23rd, day of January, 1866, and now on file in the office of said Court; And whereas the fourth Clause of said will reads as follows: " I give and devise to P.D. Cureton the one-third of my Greenville tract of land, known as the Cureton Place, said tract in the whole containing eight hundred and sixty acres, more or less, which I value at the sum of Six thousand dollars, the whole tract; also the following nine slaves, with the future increase of the females, to wit: Jake and Betsy, his wife, and their three children Dennis, Rosanna and George; Phyllis and her three children, Tyler, Lewis and the baby, in trust for the sole and separate use of my daughter, Mary Henrietta Sullivan, during her life, and at her death to be divided as follows: One-third thereof to such husband as she may leave surviving her, and the other two-thirds equally amongst such children as she may leave surviving her, including the child or children of any deceased child, who will take the share the deceased parent would be entitled to if living; but should she die, leaving no child or children, the aforesaid two-thirds of said slaves and their future increase, and the two-thirds of the aforesaid one-third tract of land ( Viz., the one-third of the Cureton Tract) are to revert back to my estate, and be distributed by my executors as the estate included in the residuary clause of this my will is directed to be; and furthermore, should my said daughter leave no husband surviving her, the aforesaid one-third of said slaves and their increase, and the one-third of the one-third tract of land allotted to him, is to be disposed of as the other two-thirds are directed to be, to wit: First, to her children and grand-children, as before specified; but if there should be none such, then to pass under the residuary clause as aforesaid." And whereas the said testator, after devising and bequeathing certain other lands and personal property to various persons, in trust for his other daughters, provided as follows in the ninth clause of said Will: And in regard to making investments, selling or exchanging any or all of the property or money before given or settled upon my daughters by this will, I give the respective Trustees of my said daughters full power to make any and all such instruments, sales, exchange and investments as may be found expedient or necessary for their comfort and interest, without applying to any Court for an order to do so; but such power must be exercised only by and with the consent of the cestui que trust". All of which will more fully appear by reference to the said Will, a certified copy whereof is hereunto attached. And Whereas the said Mary Henrietta Sullivan subsequently intermarried with one C.A. Parkins; and the said P.D. Cureton bought an action against the said Mary Henrietta Parkins and her husband and children in the Court of Common Pleas for the County of Greenville, and State of South-Carolina, for the purpose of effecting a change of Trustees, in which action a decree was rendered by said Court on October 14, 1885, appointing the said C.A. Parkins Trustee for the said Mary Henrietta Parkins, in place of the said P.D. Cureton, with all the powers, rights and authority of the said original trustee; All of which will more fully appear by reference to Judgement Roll Number 10422 in the office of the Clerk of Court for Greenville County, in said State; And whereas, subsequently, J. Perry Poole conveyed the tract of land hereinafter described to the said Charles A. Parkins, Trustee for M. Henrietta Parkins, by deed bearing date April 29, 1889, and recorded in the office of the Register of Mesne Conveyance for Greenville County, South Carolina, on the day of its date, in Book "U.U" of Deeds, at page 886; And whereas the said Charles A. Parkins, Trustee as aforesaid and the said M. Henrietta Parkins, cestui que trust as aforesaid, have been offered the sum of Seven hundred and fifty dollars for said tract of land by C.L. Ward, and regard the sum as a fair price therefor, and consider the sale of said land at such price to be expedient and necessary for the comfort and interest of said cestui que trust; Now, Therefore, KNOW ALL MEN BY THESE PRESENTS That I, the said Charles A. Parkins, Trustee of M. Henrietta Parkins, in consideration of the premises and of the said sum of money to me in hand paid at and before the sealing and delivery of these presents by the said C.L. Ward (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.L. Ward All that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina and County of Greenville, in Butler Township, about three and a quarter miles East of Greenville Court House, and on the South side of the Laurens Road, a short distance West of the junction of said Road with the road running to Batesville and Pelham, having the following metes and bounds, according to a plat thereof prepared by J.K. - Dickson, bearing date April 18, 1889, and herewith delivered, to wit: Beginning at a corner in the said Laurens Road, opposite three post oaks, and running; thence S. 13- $\frac{1}{2}$  W. 9.96 chains along line of land now or formerly belonging to Uriah Oxner, to a stone 3X0, near a Pine; thence along line of land now or formerly belonging to John Knight S. 74 E. 8.60 ch. to a stone 3X0; thence along line of land now or formerly belonging to the said J. Perry Poole N. 29 E. 6.30 ch. to a stone 3XN. in said Laurens Road; thence along said road N. 51- $\frac{3}{4}$  W. 11.17 ch. to the beginning corner, containing seven and six-tenths ( 7- $\frac{6}{10}$ ) acres, more or less, and being a portion of a tract of land containing 114 acres, conveyed by Harriet Wasson to the said J. Perry-Poole by deed bearing date July 30, 1887, and recorded in the office last above mentioned on the day of its date in Book "TTT" of Deeds, at page 241; and being a portion of a tract containing 72- $\frac{3}{4}$  acres, conveyed to said Harriet Wasson by J.T. Nix, by deed bearing date January 8, 1881 and recorded in said office on January 10, 1881, in Book "L.L" of deeds, at page 204; and conveyed to the said J.T. Nix by P.D. Gilreath, Sheriff of Greenville County, by deed bearing date December 22, 1880 and recorded in said office on January 10, 1881, in book "L.L" of Deeds at page 202; said deed being executed in pursuance of a decree of the Court of Common Pleas for Greenville County, in said State, rendered on the fifth day of August, 1879, in the case of Hamlin Beattie, Administrator, against John P. Poole and John H. Poole, ordering the sale of said land as the property of the said John P. Poole; all of which will more fully appear by reference to Judgement Roll number 9107, on file in the office of the Clerk of said Court, said land having been conveyed to the said John P. Poole by one or both of the following deeds, to wit: a deed from Archibald Fowler bearing date December 7, 1835, and recorded in office of Register of Mesne Conveyance for Greenville County, in said State, on the day of its date, in Book "S" of Deeds at page 22; and a deed from J.W. Fowler, executor of the said -