

South Carolina.

Whereas J.C. Gossett, of Greenville County holds an agreement, which was made by and between himself and W.M. Hudgens, dated Nov. 28, 1910. The said W.M. Hudgens is to execute good and efficient titles of conveyance in fee simple, to the said J.C. Gossett, to a certain tract of land containing thirty-three (33) acres, which deed is to be executed upon payment by said J.C. Gossett to the said W.M. Hudgens of a certain sum of money therein stated, which payment is to be made on or by December 1st, 1912.

Now the following agreement made and entered into, by and between the said J.C. Gossett, party of the first part, and J.W. Brock, of the town of Honea Path, County of Anderson, State aforesaid party of the second part, witnesseth.

That the said J.C. Gossett in consideration of the sum of three hundred (300) Dollars, to him paid by the said J.W. Brock, doth covenant with, and agree to make to the said J.W. Brock, a mortgage properly executed on all of two certain tracts of land, together with renunciation of Dower by the wife of said J.C. Gossett, to wit, on all that certain tract of land containing thirty three (33) acres, more or less, reference to above, adjoining lands of the said J.C. Gossett, W.E. Gossett and others, lying in Dunklin Township, Greenville County, State aforesaid, and known as the W.N. Holliday place.

Also all that certain other tract of land containing sixteen and 28/100 (16,28) acres, more or less, situated in Dunklin Township, Greenville County, State aforesaid, bounded by lands of A.N. Holliday, or tract No. 21; W.N. Holliday or tract No. 13 and other lands of the estate of J.E. Holliday, deceased.

For a definite description, see deed made by J.E. Lipscomb to the said J.C. Gossett, Nov. 5, 1912. The amount of the debt or sum of money to be secured by said mortgage is to be three hundred (300) dollars with interest from November 5th, 1912 at eight per cent per annum, and payable one day after date, interest to be paid annually, and if not so paid each years interest to be added to and become a part of the principal and bear interest at the same rate. And the said J.W. Brock on consideration of the sum of one dollar to him paid by the said J.C. Gossett, and also in consideration of the agreement on the part of the said J.C. Gossett, to execute to me the said J.W. Brock, or to my heirs, executors, administrators or assigns a mortgage as specified above I hereby pay to the said J.C. Gossett the sum of three hundred (300) Dollars.

And the said J.C. Gossett hereby covenants, and agrees for himself, his heirs, executors, administrators to carry out the provisions hereinabove set forth. Said mortgage to be executed on or before December the fifth (5th) 1912.

Witness our hands and seals the 5th, day of November, 1912.

In presence of:
W.L. Mitchell,
A.M. Graham,

J.C. Gossett, (Seal)
J.W. Brock, (Seal)

South Carolina,
Anderson County.

Personally appeared before me A.M. Graham, and made oath that he saw the within named J.C. Gossett and J.W. Brock sign and seal the within written Agreement, and that he with W.L. Mitchell witnessed the execution thereof.

Sworn to before me this 5th
November 1912.

W.L. Mitchell,
Not. Pub. S.C.

A.M. Graham,

Recorded for December 31st, 1912.

State of South Carolina,

County of Greenville.

WHEREAS, heretofore on November 30th, 1895, T.E. Waddell conveyed unto David S. Cuttino, Wm. R. Hudson and W.N. Taylor as Deacons of White Oak Baptist Church a certain tract of land of which the land hereinafter described is a part, said deed being recorded in R.M.C. office for Greenville County in Vol. B.B.B. page 543; it being provided in said conveyance that the property therein described should be held by the said deacons and their successors in office and assigns in trust for the use and enjoyment of the membership of the said church; and
WHEREAS, the members of the said church have set apart and appropriated to cemetery purposes a certain portion of said tract and have authorized the conveyance to members of said church of lots in said portion so set apart upon the conditions hereinafter stated.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that we David S. Cuttino, Wm. R. Hudson and J.S. Jones as Deacons of said White Oak Baptist Church in consideration of the sum of Two Dollars to us in hand paid at and before the sealing of these presents by J. Lee Green, (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 J. Lee Green all that certain lot of land situate in the County and State aforesaid, being a portion of the Cemetery property of the said White Oak Baptist Church and being known and designated as lots Nos. 25 and 26 as shown on a plat of the said cemetery lots made by R.E. Dalton, May 12th, 1910, and having the following metes and bounds, to wit: BEGINNING at an iron pin on the Southwest corner of lot No. 25 and running thence N. 17.57 W. 23-1/2 feet to an iron pin; thence N. 72.35 E. 18-1/2 feet to an iron pin; thence S. 17.57 E. 23-1/2 feet to an iron pin; thence S. 72.35 W. 18-1/2 feet to an iron pin, the beginning corner. Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in any wise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises aforementioned unto the said J. Lee Green and his heirs and assigns forever for the right of burial and for cemetery purposes exclusively, and for no other rights or purposes whatsoever, and subject to the rules and regulations of the said Church now in force, or which may hereafter be passed and adopted relating to the said cemetery and to the burial of the dead therein, upon the following conditions which are a part of the consideration for this deed, and which shall be taken to be conditions subsequent:

FIRST: That the said property nor any part thereof, nor any right or interest therein shall not be conveyed, leased or otherwise disposed of to any person or persons not a member, or members, of the said White Oak Baptist Church.

SECOND: That no person not a member of said church who shall have died of any contagious disease shall be buried in any part of the said premises, and the said deacons above named do hereby bind themselves and their successors in office to warrant and forever defend all and singular the said premises unto the said J. Lee Green, and his heirs and assigns from and against themselves and their successors in office and every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

In witness whereof, we have hereunto set our hands and seals this 31st, day of December, in the year of our Lord one thousand nine hundred and twelve, and in the one hundred and thirty-seventh year of the Independence of the United States of America.

(Over)