

( Agreement 50 p )

Memorandum of agreement made and entered into this the twenty seventh day of March, 1914, between C.L. Ward owner, party of the first part and Cox & Allen, party of the second part. First; That C.L. Ward party of the first part agrees that should he sell his farm on which said Cox & Allen have bored a well and that at time of sale there is forty feet of water in well, said C.L. Ward is to pay to Cox & Allen \$100.00.

And if the well is dry or less than 40 feet in water there is to be nothing further paid or due to said Cox & Allen.

Should C.L. Ward have Cox & Allen sink well any deeper, that he is to pay two dollars per foot total depth of well, less \$100.00 that said C.L. Ward has already paid to Cox & Allen.

Also to have credit for fifty cents a foot for all piping used belonging to said C.L. Ward.

Witness:

W. R. Milford. Signed: C.L. X Ward, his mark

State of South Carolina Signed: Cox & Allen Party of the first part Party of Second part Per D.P. Cox.

Personally appeared before me W. R. Milford and made oath that he saw the within named C.L. Ward and Cox & Allen sign, seal and as their act and deed, deliver the within deed and witnessed the execution thereof.

Sworn to before me this the 16th

day of Apr. A.D. 1914.

W. R. Milford

W.K. Thackston (Seal)

Notary Public, S.C.

Recorded for April 20th, 1914.

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(Deed \$1.00)

United States of America, District of South Carolina.

In the matter of J.D. Sheppard, Bankrupt.

Upon resolution of the creditors, it is, Ordered: That the real estate of the above named bankrupt be sold by the trustee on salesday in December, 1913, being December the first, 1913, between the usual hours of sale, before the County Court House at Greenville, S.C. upon the following terms and in the following parcels, to-wit:

Terms as follows: One-half cash to be paid immediately at the sale, or the amounts thereof guaranteed, and if not so paid or so guaranteed, said parcel or parcels will be re-sold on the same sales day and on the same terms, at the risk of the former purchaser; the remaining one-half of the purchase price on a credit of one year, at the rate of eight per cent interest per annum, to be secured by the bond of the purchaser and a mortgage on the premises sold, said bond and mortgage to provide for an additional ten per cent, as attorney's fees, in case of collection by law, with leave to any purchaser to anticipate and pay all cash. To be sold in the following parcels:

Parcel No. One: All that parcel or tract of land in Pickens County, State of South Carolina, containing one hundred and fourteen (114) acres, more or less, on which are three dwelling houses; -

(Next page)

being the same conveyed to J.D. Sheppard by J.M. Anderson.

Parcel No. Two: All that lot or parcel of land in Ward Two of the City of Greenville, said County of Greenville, State of South Carolina, on which is a store building with living rooms above.

Parcel No. Three: All that lot of land on Pettigru Street, in Ward Two of Greenville City, County of Greenville, State of South Carolina.

Parcel No. Four: All that lot or parcel of land in Greenville County, State of South Carolina, on the North or East side of the Laurens and Scuffletown Roads, situate about three and one-half miles from the City of Greenville, and near the intersection of said roads, containing two and seventy-six one-hundredths (2-76/100) acres, more or less.

Parcel No. Five: All that lot or parcel of land situate between the Laurens Road and the Scuffletown Road in Greenville County, State of South Carolina, about three and one-half miles from Greenville Court House, containing seven and fifty-one one-hundredths (7-51/100) acres, more or less.

Parcel No. Six: All that lot of land in Greenville County, State of South Carolina, about three and one-half miles from Greenville Court House, near the intersection of the Laurens Road with the Scuffletown Road, and containing eighteen and sixty one-hundredths (18-60/100) acres, more or less, situate on the East or North side of the Scuffletown Road, and bounded by said road, by the C. & W. C. Railway and lands of Ward and the Laurel Creek Church.

Parcel No. Seven: All that lot or parcel of land on the West side of the Laurens Road, about three and one-half miles from Greenville Court House, in State of South Carolina, on which are situate a dwelling house and outbuildings, near the intersection of the said Laurens Road and the Scuffletown Road, containing twenty-four and thirteen one-hundredths (24-13/100) acres, more or less. The shape, area, metes and bounds of parcels four, five, six and seven are represents by a plat of a recent survey by W.D. Neves, Esq., which may be inspected at the office of the undersigned Trustee, and will be exhibited on the day of the sale, and sale will be in accordance with said plats.

Nov. 15, 1913.

J.J. McSwain, Referee.

I, J.J. McSwain, Referee in Bankruptcy, hereby certify that the foregoing is a true and correct copy of the order of sale made by me on Nov. 15th, 1913.

J.J. McSwain, Referee in Bankruptcy. Dec. 20, 1913.

In the United States District Court. For the District of South Carolina.

In the matter of: J.D. Sheppard, Bankrupt.

Whereas: An order was passed on November 15th, 1913 upon resolution of the creditors and by order of the Referee herein, for the sale of the following real estate, to wit:-

Parcel No. 1: All that piece, parcel or tract of land in Pickens County, containing one hundred and fourteen (114) acres, more or less, being the same conveyed to J.D. Sheppard by J.M. Anderson, on which is a mortgage, executed and delivered to J.M. Anderson by J.D. Sheppard bearing date of November 22, 1912, for the sum of Twenty-five hundred and no/100 (\$2500.00) dollars, said mortgage recorded in Pickens County, State of South Carolina, in Volume DD, page 387, that said mortgage was duly proven and foreclosed in this proceeding;

(Over)