

VOL. 32. TITLE TO REAL ESTATE.

State of South Carolina  
County of Greenville

This agreement made and entered into this the 16th day of March, 1916, by and between John T. Bramlett of the one part, and H.W. Butler, of the other,

Witnesseth:

That for and in consideration of the payments hereinafter stated to be made, and upon the terms and conditions hereinafter set forth, the said John T. Bramlett has bargained and sold to the said H.W. Butler, and will convey to him as is hereinafter stated, all that certain tract of land situate in Butler Township, in the County and State aforesaid, containing seventy-one acres, more or less, is the same land recently conveyed to me by W.F. Verdin; is near Rock Creek Church, on the Pelham and Reedy River Road, and adjoins the lands of J.Q. Cox, G. S. Hamby estate and others.

The purchase price for said land is One Hundred and Twenty (120) Five Hundred (500) pound bales good middling lint cotton, or its equivalent in money at the rate of Ten Cents per pound. Said purchase price or cotton is to be paid or delivered as follows: On or by the first day of December, 1917 Twelve (12) such bales, and Twelve (12) such bales on or by the first day of each and every consecutive December until One Hundred and Twenty bales shall have been so delivered, The privilege is hereby granted to the said Butler to make such payment in money in stead of in cotton, the sum to be paid based upon Ten Cents per pound of cotton. It is further understood that if any payment is not made when due, that said Butler will pay interest on past due payments until paid at the rate of eight per cent per annum payable annually, and if not so paid, to draw interest at the same rate as the principal until paid. The privilege is further granted to the said Butler to anticipate any or all payments at any time or time s he may desire, and in all cases where payments are spoken of, and the same shall be made in money instead of cotton, they shall be based upon the price of cotton at Ten Cents per pound.

It is further understood and agreed that when as much as two payments hereinabove provided shall have been made, the said Bramlett will executed and deliver to the said Butler his good and sufficient warranty deed, conveying to him said land, or to such other person as he may designate, free from all encumbrance, and if conveyed to the said Butler, the said Butler will thereupon executed and deliver to him his note for the balance due, payable on the same terms as hereinabove stated, together with a mortgage on said premises, securing the same, and if conveyed to any other designated person, the whole purchase price remaining is to be thereupon paid. The said Butler shall be put in possession of said land on or by the first day of January, 1917, and to pay all taxes assessed against the same thereafter. The cotton to be delivered, as above stated, will be delivered to the said Bramlett, or per his order, in the City of Greenville, South Carolina.

To all of the foregoing terms and conditions above set forth, the parties hereto do bind themselves, their heirs and assigns firmly by these presents, and do in duplicate set their hands and seals the day and year first above written. Signed, sealed and delivered in the presence of.

Virginia Talley  
B.A. Morgan

John T. Bramlett (SEAL)

H. W. Butler (SEAL)

STATE OF SOUTH CAROLINA  
GREENVILLE COUNTY.

Personally comes before me Virginia Talley, who on oath that she saw the within named John T. Bramlett and H.W. Butler sign, seal and as their act and deed, deliver the foregoing Agreement, and that she with B.A. Morgan witnessed the execution of the same.

Virginia Talley

Sworn to and subscribed before me  
this 16th day of March, 1916.

B. A. Morgan (SEAL)

Notary Public, S.C.

Recorded March 16, 1916.

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

WHEREAS, on February 23, 1912, W.C. Cleveland did executed and deliver unto David Kohn, Trustee, a certain deed of conveyance which is recorded in R.M.C. Office for Greenville County in Deed Book 12, page 291, whereby he conveyed unto said David Kohn, Trustee, all those several pieces, parcels or lots of land situate in the first ward of the City of Greenville, County of Greenville, and State of South Carolina, known and designated as lots four, seven, eight, eleven, fourteen, fifteen, sixteen, eighteen, twenty, twenty-one, twenty-two, twenty-three, twenty-four, twenty-five, twenty-six, and twenty-seven, of a subdivision of the property of W.C. Cleveland known as the Townes Street property as shown on plat made by Wm. D. Neves; October 1909, and recorded in R.M.C. Office for said County and State in Cleveland and Williams' plat book (reference to said deed being hereby craved for a more particular description); and,

WHEREAS, the said David Kohn, Trustee, did by his certain deed as such, sell and conveyed unto W.D. Browning and M.P. Browning, all that piece, parcel, or tract of land designated as Lot No. 8 of a subdivision of the property of W.C. Cleveland, known as the Towns Street property as shown on Plat here-in-above mentioned, the said deed being dated May 14th, 1912, and recorded in Book 21, page 272, R.M.C. Office, County and State aforesaid,

WHEREAS, the said deed from W.C. Cleveland to David Kohn, Trustee, did not designate cestui que trust, nor confer upon the said David Kohn any power of sale.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That I, David Kohn, do hereby declare that I acquired such land above described and stand seized of the same for David Kohn, Sol Kohn, August Kohn, Phil D. Kohn and J.A. Lattimer, their heirs and assigns upon the following trust, to wit: To sell and convey the same, to pay off and discharge all encumbrances and expenses incurred, or to be incurred in connection with the said holding of land, and the execution of this trust.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 25th day of February, 1912.

See next page.

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