

Seller or his assigns agrees that there shall be made to the purchaser a good fee simple deed, with general warranties for said lot.

The property hereby mortgaged to be sold and bought is described as follows:

All that certain lot of land situate in the City of Greenville, Ward One, County and State aforesaid and being on the west side of Pine Street, and being further described as follows:

Beginning at a point on the west side of Pine Street and about 90 feet from the intersection of said Pine Street and forty-foot street, corner of McSwain's lot and running thence along said Pine Street about 45 feet to corner of Cox's lot; thence in a westerly direction along line of Cox lot about 75 feet to line of Cox and Eassy; thence in an southerly direction along line of Eassy's lot about 45 feet to corner of McSwain's lot; thence along line of McSwain's lot to the beginning corner on Pine Street, and being a portion of the land conveyed to the seller by G.V. Stoeber in August 1912

It is agreed that time is of the essence of this contract and if the said payments be not made when due, the seller shall be discharged in law and equity from all liability to make said deed and may treat the purchaser as a tenant holding over after the termination, or contrary to, the terms of this lease, and shall be entitled to claim and recover, or retain if already paid, the sum of \$300.00 per year for rent, or by way of liquidated damages, or may enforce payment of said note.

Done in Duplicate at Greenville, South Carolina, the day and year first above written.

Witness:

J.H. Williams,

L.D. Spann,

S.J. Eassy (Seal)
Seller

John L. Epps, (Seal)
Purchaser.

State of South Carolina,

Greenville County.

Personally appeared before me J.H. Williams who being duly sworn says that he saw the above named S.J. Eassy and John L. Epps, sign, seal and as their act and deed deliver and accept the foregoing instrument, and that he with L.D. Spann witnessed the execution thereof.

Sworn to before me this 6th,

day of November 1918.

L.D. Spann -

J.H. Williams

Notary Public for S.C.

Recorded December 20th, 1918.

(Deed)

State of South Carolina,

County of Greenville.

To All whom these presents shall come or be made known, or whom the same may in any wise concern, I Walter M. Scott, as Judge of the Court of Probate for Greenville County, in the said State, Send Greetings: Whereas, Louisa King as Administratrix of the estate of Stephen King, deceased, on or about the eleventh day of May in the year of our Lord one thousand nine hundred and fifteen, did exhibit her complaint in the Court of Probate, in the County of Greenville and State aforesaid, for the sale of the real estate of Stephen King, in aid of personal assets, to pay the debts of the deceased. And the cause being at issue before the Court aforesaid, came on to be heard September 16th, one thousand nine hundred and fifteen, when the said Court, after a full hearing thereof and mature deliberation, did order adjudge and decree that the real estate hereinafter mentioned and described, should be sold at public auction by the Judge of the Court of Probate for Greenville County on the terms and for the purposes mentioned in the said decretal order, as by reference there to, on file in the said Court will appear; the said Judge of Probate advertised said lands for sale by public outcry, on salesday in November 1915, before sales day in Nov. 1915, certain of the unsecured creditors of said estate petitioned the Probate Court to withhold said sale, believing by a postponement thereof, and by an effort to dispose of the same, or a part thereof, at private sale, a considerable sum could be received therefor, more than would be received at public sale. Upon hearing said petition the Probate Judge withheld said land from sale.

Subsequent thereto all known creditors and administratrix, heirs at law, and guardian ad litem, petitioned the Probate Court to permit testimony to be taken before him as to the value of the three lots of lands hereinafter described, stating that a purchaser had been found who would pay the prices hereinafter named. Upon hearing such testimony, the Judge of Probate filed a decree on the eighth day of January, one thousand nine hundred and sixteen, in which he adjudged that the price hereinafter named is full and fair and that it is to the best interest of all concerned, that said lands be sold at private sale, and further ordered, that a deed be executed to A.M. Hayes upon his payment to the Probate Judge the sum of Eight Thousand dollars by reference to said order, will more fully appear.

Now, know all men, that I, the said Walter M. Scott, as Judge of the Court of Probate as aforesaid in consideration of the premises and also in consideration of the sum of Eight thousand dollars, paid me by the said A.M. Hayes the receipt whereof, is hereby acknowledged, has granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said A.M. Hayes, and his heirs and assigns forever, ALL that lot of land situate in Ward 1, in the City of Greenville, County of Greenville, South Carolina, having the following metes and bounds, to-wit: Beginning at a stake on the northwest corner of Hampton Avenue and Mulberry St., and running thence N. 59-3/4 E. one hundred feet along Mulberry St.; thence N. 34-1/4 W. one hundred and five feet; thence S. 59-3/4 W. one hundred feet to a stake corner on said Hampton Ave.; thence S. 34-1/4 E. One hundred and five feet to the beginning corner, containing Ten thousand square feet, more or less.

Also, all that certain lot of land, situate in the City of Greenville, County and State aforesaid on the corner of Mulberry Street and Hampton Avenue, in the first ward of said City, adjoining lands now or formerly owned by W.H. Irvine, W.H. Archer and others, and fronting one hundred and five feet-

(over)