

The State of South Carolina
Executive Department
By the Secretary of State

Whereas, Robert I. Woodside, L.O. Patterson and Chas. Kupfer all of Greenville, S.C. did on the twelfth day of April 1920, file with the Secretary of State a written Declaration, signed by themselves, setting forth:

- First: That their names and residences are as above given.
 - Second: That the name of the proposed corporation is Title Guarantee and Trust Company.
 - Third: That the principal place of business is Greenville, S.C.
 - Fourth: That the general nature of the business which it is proposed to do is, For its own account and (or) as agent or broker (this paragraph to modify all subsequent paragraphs under this head): (a) To organize, promote and finance industrial, commercial and other corporations and enterprises in the State of South Carolina and elsewhere: (b) To issue, supply, subscribe to, buy and otherwise acquire, own, hold, charter, operate, lend money on, invest in, deal in, mortgage, pledge, sell and dispose of real estate, tenements, railroads, trams, watercraft, merchandise and other personal property, warehouse receipts, bills of lading, contracts, leases, mortgages, abstracts and certificates of title, preferred, common and other stocks, bonds, debentures, notes, drafts, bills of exchange and other securities, policies, guarantees, certificates or other evidences of interest, ownership, value, indemnity, debt or other facts, including those issued by other corporations; to endorse, insure and (Or) guarantee the payment, form, completeness, accuracy, validity, and (or) value of any of the foregoing, the faithful performance of duties, obligations and contracts, and against loss or damage by fire, wind, storm, lightning, hail, accident, theft, defect of title and any other causes; (c) To act as agent, attorney and trustee for individuals, firms and corporations, under mortgage and otherwise, and as executor, administrator, guardian, committee, depository, agent, custodian of funds or securities, financial, fiscal, transfer and disbursing agent, registrar, co-registrar, and in every other fiduciary capacity; (d) To deal in domestic and foreign exchange and acceptances; to engage in domestic and foreign commerce; to import and export merchandise; to act as shipping agent and forwarder of freight, packages and other property; (e) To own, hold, lease and operate office buildings and other structures, public, private, and bonded warehouses and safe deposit vaults and space thereon; (f) To establish branches and agencies in the United States and elsewhere; (g) To purchase and otherwise acquire, receive, hold, redeem and re-issue its own stock, so far as may be permitted by law, to do and perform any and all acts and exercise and enjoy any and all rights, powers and franchises incident thereto or convenient to those hereinbefore specifically enumerated.
 - Fifth: That the amount of the capital stock is Fifty thousand (\$50,000.00) Dollars, payable in cash on call of the board of directors.
 - Sixth: That the number of shares into which the capital stock is divided is five hundred (500) of the par value of one hundred (100) Dollars.
 - Seventh: That, pursuant to three days' public notice in The Greenville Daily News, a newspaper published in the County of Greenville, S.C., at a meeting of the subscribers held on March 19th, 1920, at which a majority of all stock in voting power present in person or by proxy, the following were elected directors: John B. Marshall, J.W. Norwood, L.O. Patterson, W.B. Prevost, H.K. Townes, R.I. Woodside and W.D. Workman.
 - Eighth: That subsequently there was elected, President, L.O. Patterson, as Vice-President, J.W. Norwood; as Secretary, W.B. Prevost, as Treasurer, L.O. Patterson.
 - Ninth: That All the provisions of Chapter XLVII, Article 1, of the Civil Code of South Carolina, 1912, and all amendments thereto have been duly and fully complied with, 50 per cent. of the aggregate amount of the capital stock having been subscribed by bona fide subscribers, and 20 per cent. of the capital stock subscribed having been paid to the Treasurer.
- Now, Therefore, I, W. Banks Dove, Secretary of State, by virtue of the authority in me vested by the aforesaid Code and Acts amendatory thereto, do hereby certify that the said Company has been fully organized according to the laws of South Carolina, under the name and for the purposes indicated in their written declaration, and that they are fully authorized to commence business under said Charter; and I do hereby direct that a copy of this certificate be filed and recorded in the office of the Register of Merit Conveyance or Clerk of Court in each county where such corporation shall have a business office.

Given under my hand and seal of the State, at Columbia, this twelfth day of April in the year of our Lord one thousand nine hundred and twenty and in the one hundred and forty-fourth year of the Independence of the United States of America.

W. Banks Dove,
Secretary of State.



Recorded April 16th, 1920.

For Amendment of Charter (Changing name) See Book 81, page 577.

State of South Carolina,
County of Greenville.

This indenture made and entered into this the 1st, day of April 1920 by and between B.A. Morgan of the one part and R.L. Waldrop and W.B. Turner of the other part, W-I-T-N-E-S-S-E-T-H:

That the said Morgan has hereby let and rented to the said Waldrop and Turner, and they have hereby hired and taken from him that certain store room, measuring twenty-eight and one-half feet front and sixty feet deep, situate on the South side of East Coffee Street, next to alley at rear of the Earle corner, in the City and County of Greenville, South Carolina, for the term of two years, to commence the first day of April 1920 and end the 31st, day of March 1922, at the monthly rental of One hundred and twenty-five dollars, payable at the end of each and every consecutive month during the life of this lease.

It is further agreed that the premises shall not be sublet nor this lease assigned without the written consent of the said Morgan; that if the said Waldrop and Turner shall fail, go into bankruptcy or cease business for any reason, this lease, thereupon, may at the option of the said Morgan be terminated; that if said premises shall be destroyed or so injured as to render them unfit for occupancy, thereupon this lease may be terminated by either of the parties hereto.

It is further agreed that if any rent shall be due and unpaid, or if default shall be made in any of the covenants herein contained, then it shall be lawful for the said Morgan to re-enter said premises, take possession of same without suit or process and remove all parties therefrom.

But upon the said Waldrop and Turner pay the rent as herein stated and at the times stated, and keeping all other terms and agreements herein contained, they may have peaceable and quiet possession for the term aforesaid, and will at the termination of said lease, surrender said premises in as good state as they are now, ordinary wear and tear from reasonable use excepted.

In witness whereof the parties hereto do in duplicate set their hands and seals the day and year first above written.

Signed, sealed and delivered	B.A. Morgan, (Seal)
in the presence of:	R.L. Waldrop, (Seal)
W.A. Hodges,	W.B. Turner, (Seal)
H.B. McCurry.	

Personally comes before me H.B. McCurry and made oath that he saw the within named B.A. Morgan, R.L. Waldrop and W.B. Turner sign, seal and as their act and deed deliver the foregoing Lease and that he with W.A. Hodges witnessed the execution of the same.

Sworn to and subscribed before me
this 15, day of April 1920. H.B. McCurry
W.E. McCain (Seal)
Notary Public, S.C.

Recorded April 16th, 1920.