Vol. 61-Title to Real Estate.

The State of South Carolina, Court of Common Pleas. County of Pickens & Greenville. To whom all these presents shall come:

I, O.S. Stewart, as Referee, Send Greeting:

Whereas, Saluda Land and Lumber Company, a corporation chartered and existing under the laws of the State of Deleware on or about the 18th, day of January in the year of our Lord nineteen hundred and twenty-one exhibited it's Complaint in the Court of Common Pleas for the County aforesaid, against Lemon Masters, demanding judgment in relation to the property (formerly of the estate of J. Floyd Masters) hereinafter mentioned and described; and the cause being at issue, came on to be heard on the 14th, day of February 1921, and such proceedings were had therein as resulted in a decree of the said Court, whereby it was adjudged and declared that the said property hereinafter mentioned and described, be sold by O.S. Stewart, as Referee aforesaid, on the terms and for the purposes mentioned in the said Decree as by reference thereto on file in said Court will appear, unto Saluda Land and Lumber Company, a corporation chartered and existing under the laws of the State of Deleware, aforesaid, for the sum of Three hundred and one and 40/100 (\$301.40) Dollars.

Now, therefore, know all men by these presents, That I, O.S. Stewart, as Referee aforesaid, in consideration of the sum of Three hundred and one and 40/100 (\$301.40 Dollars, to me paid by the said Seluda Land and Lumber Company, a corporation as aforesaid, 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 Saluda Land and Lumber Company, a corporation as aforesaid, all the right, title, interest and estate of the Defendant Lemon Masters in and to, All

that piece, parcel or tract of land situate, lying and being on the waters of Slicken Creek and South Saluda River, Counties of Pickens and Greenville, State of South Carolina, containing 828 acres, more or less, having such shape, courses, distances, and boundaries as is more particularly shown by the plat thereof made by Howard Wiswall, C.E., June 1920 (which said plat is attached to and made a part of that certain deed of conveyance, bearing date December 15th. 1920 given by Mrs. Zelie A. Masters, et al. Heirs of J. Floyd Masters, deceased unto Saluda Lend and Lumber Company, which deed and plat duly appear of record in the office of the Registrar of Mesne Conveyances in and for Greenville County, State of South Carolina in Vol. 61 of Deeds, page 100 and plat book E., page 277 respectively). Saving, excepting and reserving therefrom a tract, piece or parcel of land within the boundaries of the tract aforesaid, containing 30-2 acres, more or less; heretofore conveyed by J. Floyd Masters to John H. Masters by deed bearing date February 2, 1912, recorded in the office of the Registrar of Mesne Conveyances in and for Greenville County, State of South Carolina, in Vol. 17 of Deeds page 429, which said tract so conveyed to said John H. Masters, is not shown on the aforesaid plat made by Howard Wiswall, C.E., but for a more particularly description of which reference to said record is hereby craved.

Together with all and singular the Rights, Members, Hereditements and Appurtenances to the said premises belonging, or in anywise incident or appertaining; and all the estate, right, title, claim and interest whatsoever, of the parties to the cause aforesaid, and of each of them, in and to the seme; and of all other persons rightfully claiming from, under or by these or any of them.

To have and to hold, all and singular the premises before mentioned, unto the said Saluda Land and Lumber Company, its successors and assigns forever.

In witness whereof, I, the said O.S. Stewart as Referee aforesaid, under and by virtue of the aforesaid Decree, have hereunto set my hand and seal this 17th, day of February in the year of our Lord nineteen hundred and twenty-one, and in the one hundred and forty-fifth year of the Independence of the United States of America.

(next page)

Signed, sealed and delivered in the presence of: O.S. Stewart (L.S.) Lena Cox, (Stamps 50 cts.) Referee.

H.A. Townes,

State of South Carolina,

County of Pickens.

Personally before me came Lena Cox and made oath that she saw the within named O.S. Stewart, as Referee aforesaid, sign, seal and as his act and deed, deliver the within Deed; and that deponent with H.A. Townes witnessed the execution thereof.

Sworn to before me this loth,

Lene Cox

dey of March A.D. 1921.

II.A. Townes Notary Public S.C.

Recorded March 17th, 1921.

State of South Carolina,

County of Greenville.

Agreement .

This Agreement made this March 10th, 1920, between A.F. McKissick, J.A. Bull, A.D.L.Berkstele and W.F. Rasor & C.V. Latham hereinafter called Sellers, and Chas. E. Mackey and Arthur H. Mackey, hereinafter called Purchasers, Witnesseth:

- 1. The Sellers, each of whom is the owner of a one-sixth interest in the lot hereinafter described agree to sell to the Purchasers, each of whom is the owner of a one-sixth interest therein, an undivided four-sixths interest in a lot of land on the North East corner of Main and Elford Streets, in the City of Greenville, fronting seventy-seven (77) feet on Main Street, and extending back with parallel sides one hundred and eighty (180) feet, being rectangular in shape, the North line along Elford Street and the South line being one hundred and eighty (180) feet in length, being a portion of the land purchased by the owners from Mrs. Ella McGee Geer for a consideration of \$46,200.00, which is to be paid by the Purchasers as follows: Nine Thousand two hundred and forty (\$9,240.00) Dollars in cash, the receipt whereof is hereby acknowledged; Nine thousand two hundred and forty (\$9,240.00) Dollars on March 10, 1921; Nine thousand two hundred and forty (\$9,240.00) Dollars on March 10, 1922; Nine thousand two hundred and forty (\$9,240.00) Dollars on March 10, 1923; and Nine thousand two hundred and forty (\$9,240.00) Dollars on March 10, 1924; all deferred payments to bear interest from March 10, 1920, until paid, at the rate of six per cent. per annum, payable semi-annually. Upon default in payment of any portion of principal or interest, the whole amount to become immediately due and payable.
- 2. It is agreed that the purchasers shall take possession immediately upon delivery of this contract; that the taxes for the year 1920 shall be prorated as of March 10, 1920, and the Purchasers shall thereafter pay all taxes, city, county and State, on the said lot.
- 3. Upon payment by the purchasers of the sum of Eighteen thousand four hundred and eighty -

(Over)