

State of Florida, }
County of Dade. } Part Revocation of Power of Attorney.

Whereas, on the 2nd, day of April 1921, I, W.B. Biggers, as one of the sole heirs at law and distributees of my brother, H.F. Biggers, late of Greenville County, S.C., executed and delivered unto my brother, J.A. Biggers, of Greenville, S.C., a certain power of Attorney, now of record in the Office of the Register of Mesne Conveyance for Greenville County, S.C., in Volume #47 of Deeds, at page 403, wherein I authorized my said brother, J.A. Biggers, to do and perform certain acts with reference to the real estate left by my said deceased brother, reference to said Power of Attorney being craved for a full recital of the acts to be done by him, and especially with reference to a certain lot of land situate in Greenville County, S.C., known as Lot No. 9 in West Park Subdivision, an addition to the City of Greenville, South Carolina, as shown on a plat recorded in the R.M.C. Office for Greenville County, and,

Whereas, it was recited in said Power of Attorney that my said brother, J.A. Biggers, should sell the above described lot at public auction, along with other property, and,

Whereas, it appears that The Piedmont Savings & Trust Company, of Greenville, S.C. had prior to the death of my said brother, H.F. Biggers, contracted with him to execute and deliver to him a deed to the said above described lot upon completion of payments called for in said contract and which payments had not been completed before my said brother's death; and,

Whereas, it appearing that a private sale of the said lot would be fair and advantageous to the heirs and distributees of my said deceased brother, I desire to revoke that part of the said Power of Attorney in so far as it has to do with the sale of the above described lot at Public sale.

Now, know all men by these presents That, I, W.B. Biggers, one of the said heirs at law and distributees of the said H.F. Biggers, do hereby revoke that part of the Power of Attorney heretofore given as to the sale of the said lot at public sale and hereby authorize my said Attorney, J.A. Biggers, to offer for sale, bargain and sell, subject to the payments now due the said Piedmont Savings & Trust Company, the said lot at private sale; and, in event of a sale out of the proceeds left after settlement with the Piedmont Savings & Trust Company, to dispose of the said proceeds in the manner set forth in the Power of Attorney herein before given, it being my intention that the Power of Attorney heretofore given shall be and remain in full force and effect except that the above described lot may be sold at private sale instead of public sale subject to the payments due thereon to The Piedmont Savings & Trust Company, of Greenville, S.C.

In witness whereof I, the said W.B. Biggers have hereunto set my hand and seal this the 2nd, day of April 1921.

Signed, sealed and delivered in the presence of:

L.D. Gates,
A.M. Falls.

W.B. Biggers (Seal)

State of Florida,
County of Dade.

Personally appeared before me L.D. Gates and made oath that he saw the within named W.B. Biggers sign, seal and as his act and deed deliver the within instrument for the uses and purposes therein written and that he with A.M. Falls witnessed the execution thereof.
Sworn to before me this 2nd, day of April 1921.

D.H. Lane (Seal)
Notary Public for State of Florida at Large.
My Commission expires Feb. 3, 1925.

L.D. Gates.

Recorded June 13th, 1921.

State of South Carolina,
County of Greenville.

Whereas, by virtue of a decree of the Court of Common Pleas for the County and State aforesaid in the case of Ethel Y. Perry, plaintiff, vs. Willie Hayne Perry, Benjamin F. Perry, Jr., Hext M.-Perry, Elizabeth F. Perry, James Y. Perry, Beattie Perry Young and T.B. Young, Defendants (see Judgment Roll 3917), which decree bears date of April 30th, 1914, the title to a certain tract of land belonging to the parties to the said action (of which tract the hereinafter described premises are a part) was vested in the Carolina Loan & Trust Company (a corporation duly organized and existing under the laws of said State) as trustee for the aforementioned parties with full power in the said trustee to sell the same or any part thereof, as will more fully appear by reference to said decree.

Now, therefore, know all men by these presents, That in the exercise of the said power of sale the Carolina Loan & Trust Company, for and in consideration of the sum of Two hundred (200) Dollars to it in hand duly paid at and before the sealing and delivery of these presents by the grantee hereinafter named (the receipt whereof is hereby acknowledged) has granted, bargained, sold and released and by these presents does grant, bargain, sell and release unto A.B. Hughes all those certain lots of land situate in the County of Greenville, State aforesaid, known as lots numbered forty-four and forty-five, in Hext M. Perry's subdivision of fourteen acre tract of land on the Buncombe Road, about two miles north of the City of Greenville, known as Sans Souci Park, as per plat recorded in office of Register of Mesne Conveyance for said County and State, in Plat Book C., page 153, and having the following lines, courses and distances, to-wit: Being all of lots forty-four and forty-five as shown on said plat reference being hereby had to said plat for a full description thereof.

Upon the following conditions, however, which are a part of the consideration for this deed, and are hereby declared to be conditions subsequent, to-wit:

1. That the premises, nor any part thereof, shall not be sold, rented, or otherwise disposed of to any person of African descent.
 2. That until the expiration of twenty (20) years from date the premises shall be used for residence purposes only.
 3. That no building shall be erected nearer the Perry Road than twenty-five (25) feet, and no dwelling shall be erected on the premises, nor any part thereof, at a cost of less than five hundred dollars.
 4. That no use shall be made of said lots, nor any part thereof, which shall constitute a nuisance.
 5. That the grantor reserves the right to place or authorize the placing of electric, telephone or telegraph poles, water pipes, or any other work of utility in or along any of the roadways, streets, or the back line of any lot without compensation to lot owner.
- Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.
To have and to hold all and singular the premises before mentioned unto the said A.B. Hughes, his heirs and assigns forever.

In witness whereof, the said granting corporation has caused its corporate seal to be hereunto affixed and these presents to be subscribed by its duly authorized officers, Wm.C. Beacham, President & Treasurer and W.G. Perry, Secretary on this fourth day of June, in the year of our Lord one thousand nine hundred and twenty-one and in the one hundred and 45th, year of the Sovereignty and independence of the United States of America.
Signed, sealed and delivered in the presence of:

F.George Davis,
Hall Hinkle.

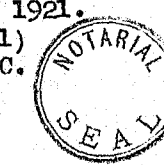
Carolina Loan & Trust Co.,
By Wm.C. Beacham, President & Treasurer
And W.G. Perry, Secretary.

State of South Carolina,
County of Greenville.

Personally appeared before me T.Geo. Davis and made oath that he saw the within named Carolina Loan and Trust Company, by its duly authorized officers, Wm.C. Beacham and W.G. Perry sign, seal with its corporate seal and as the act and deed of said corporation deliver the within written deed, and that he with Hall Hinkle witnessed the execution thereof.

Sworn to before me, this fourth day of June, A.D. 1921.
Thos. A. Roe (Seal)
Notary Public, S.C.

F.George Davis



Recorded June 14th, 1921.