

State of South Carolina Receiver's title to Real Estate,
County of Greenville.

Whereas, Perry Fortune Construction Company on or about February, 1927 exhibited its Complaint in the Court of Common Pleas for Greenville County, S.C., suing in behalf of itself and all other creditors of Tigon Development Company against Tigon Development Company, praying, among other things, an injunction against the prosecution of all other actions or proceedings against the Defendant or its Property, that creditors and claimants of whatever class or character be called in and permitted and required to set up their claims and demands in that action within the time limited by the Court, or be barred, and that Receiver be appointed to liquidate the affairs of Tigon Development Company, sell and dispose of its assets, and administer the proceeds under the direction of the Court, and such proceedings were had therein as resulted in an Order and Decree for the sale by the Receiver of the real estate below described under the foreclosure of the liens thereon, and,

Whereas, the said Decree and Order of Sale authorized and directed the Receiver to expose the said real estate for sale on the Premises near Tigon, S.C. to the highest bidder for cash on August 15, 1927, being first offered in separate parcels, determined by the boundaries of the Property included in the several mortgages, and then as a whole, the sale bringing the greater price to be the legal sale, provided further, that in case the sale in separate parcels should prevail and the best bidders for the several parcels, or any of them, should be holders of first liens thereon that such purchasers should be allowed the amount of their respective lien debts as a credit on their respective bids, less their respective proportionate shares of the costs, fees and expenses, taxed and allowed, and authorized the Receiver to make their deeds conveying to such purchasers the respective parcels bid off by them upon the payment to the Receiver of such proportionate parts of the costs, fees and expenses, and,

Whereas, the Receiver, in compliance with the terms, directions and authority contained in such Order and Decree for sale, duly advertised and exposed the Property for sale, first in separate parcels and then as a whole, and,

Whereas, the sale in separate parcels brought an aggregate amount which was not bettered on the offering of the Property as a whole, and the separate sale is therefore the legal and prevailing sale, and

Whereas, J.P. Bacon, the holder of the first lien thereon, was the highest and best bidder for the Property below described, at the Price of Ninety eight hundred (\$9800) Dollars, and has paid his proportionate share of the costs, fees, and expenses, and received the Receiver for the balance of the amount of his bid applicable to his lien debt,

Now, Know all men by these Presents, that we, M. R. McCoun and John M. Rigny, as receivers of Tigon Development Company, in consideration of the Premises and of the sum of Ninety eight hundred (\$9800.00) Dollars, to them in hand paid in the manner above recited by J.P. Bacon, (the receipt whereof is hereby acknowledged), have granted, bargained, sold and released, and by these Presents, do bargain, sell and release, unto J.P. Bacon, his heirs and assigns forever, all the right, title, interest, claim and demand whatsoever, at law or in equity, which the Tigon Development Company, and any and all of its mortgage and lien creditors, have or had, or could by virtue of any, every and all their respective liens, claims, and demands, convey or cause to be conveyed by the enforcement and foreclosure thereof, in and to the following described Property:

All those three (3) lots of land in Greenville County, S.C., near Tigon, and shown and designated as lots #279, #134, and #135, on the recorded Plat of The Tigon Development Company's Lake Lanier Development, and similarly designated on the composite map made up from recorded Plats filed with and as a part of the Order for Sale in the above mentioned case.

Lot #279 fronts 51.6 feet on Lennox Road, and runs back 145 feet, and is bounded by Lennox Drive and lots 278 and 280. Reference is made to the Plat for fuller description.

Lots 134 and 135 are known as the "Tea Room" property. They adjoin each other and front on Lake Shore Drive. Reference is made to the Plat and the record thereof for fuller description.

Together with all and singular the tenements, hereditaments, and appurtenances therunto belonging, or in anywise incident or appertaining.

To have and to hold, all and singular the above described Premises unto the said J.P. Bacon, his heirs and assigns forever, to his and their only proper use and behoof, as fully,

(over)