

Receivers Title To Real Estate
 State of South Carolina
 County of Greenville
 Whereas, Berry-Fortune Construction Company, on or about February 1927, exhibits its complaint in the Court of Common Pleas for Greenville County, S. C. suing in behalf of itself and all other creditors of Tryon Development Company against Tryon Development Company as Defendant praying that the prosecution of all other actions or proceedings against the Defendant or its property be enjoined, and that all its creditors get dividends of every class and character be called in and permitted and required to set up their claims and demands in that proceeding within the time limited by the Court or be barred, and that Receivers be appointed for the winding up of the affairs of the Defendant, selling its assets and administering the proceeds under the direction of the Court, and such proceedings were had as resulted in an order and Decree for the sale by the Receivers of the real estate of the Defendant under the foreclosure of the various liens thereon, and, Whereas, the Receivers exposed the said real estate for sale on the premises near Tryon, N. C. as directed in the said order of sale, offering the same in separate parcels, and then as a whole, and Whereas, the said Decree and Order of sale further provided that in case the sale in separate parcels should prevail and the best bidders thereon should be holders of first liens, such purchasers should be allowed the amount of their respective liens less their respective proportionate shares of the costs, fees and expenses taxed and allowed, and authorized the Receivers to make their deeds conveying to such purchasers the parcels bid off by them upon the payment to the Receivers of such proportionate part of costs, fees and expenses, and, Whereas, at the sale held by the Receivers, pursuant to and in compliance with the provisions of the order of sale, on the 15th day of August,

next Page.

1927, the sale of the real estate in separate parcels was not bettered by the offering of the property as a whole, and is therefore the legal and prevailing sale, and Whereas, the property described above was subject to a first mortgage lien held by Allen J. Jervey and he was the highest and best bidder therefor at the price of Forty-seven hundred dollars, and has paid his proportionate share of the costs, fees and expenses, and received the proceeds for the balance of the amount of his bid applicable to his lien debt.
 Now, know all men by these presents, that we, M. P. M^{rs} Cowan and John M. Rigby, as Receivers of Tryon Development Company, in consideration of the premises and of the sum of Forty-seven hundred (\$4700.00) dollars, to them in hand paid in the manner above recited by Allen J. Jervey, (the receipt whereof is hereby acknowledged) have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto Allen J. Jervey, his heirs and assigns forever, all the right title, interest, charge and demand whatsoever, at law or in equity, which the Tryon Development Company and any and all its mortgage and lien creditors have or had, or should 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 that tract of land in Greenville County, S. C. shown and designated as "Jervey Tract" in the compass map of the property in South Carolina of Tryon Development Company, filed 7th and made a part of the order of sale Decree for sale hereinabove referred to.
 The said tract of land is the identical tract of land which was conveyed by Allen J. Jervey to the Tryon Development Company, said which was conveyed by S. M. Blackwell and Annie S. Blackwell his wife to Allen J. Jervey by their deed dated April 1927, which is recorded in the Office of P. M. C. for Greenville County, South Carolina, in Book 71, at

over.