

## TITLE TO REAL ESTATE

(2) We, W. D. Hodges, Eva H. Ambler and Halle Hodges, in consideration of the premises and of the sum of Five (\$5.00) Dollars to us in hand paid, do hereby transfer, assign, convey and release unto H. Glover Hodges, his heirs, executors, administrators and assigns all right, claim and title which we have or may hereafter acquire or derive under the terms of the will of the said J. F. Hodges, deceased, to and in his one-fourth share in the rents, profits, use and title whether at law or in equity from, to and in the said real estate, and we bind ourselves, our heirs, executors and administrators to make no claim to any part of the said one-fourth interest of the said H. Glover Hodges.

(3) We, W. D. Hodges, H. Glover Hodges and Halle Hodges, in consideration of the premises and of the sum of Five (\$5.00) Dollars to us in hand paid, do hereby transfer, assign, convey and release unto Eva H. Ambler, her heirs, executors, administrators and assigns all rights, claim and title which we have or may hereafter acquire or derive under the terms of the will of the said J. F. Hodges, deceased, to and in her one-fourth share in the rents, profits, use and title whether at law or in equity from, to and in the said real estate, and we bind ourselves, our heirs, executors and administrators to make no claim to any part of the said one-fourth interest of the said Eva H. Ambler.

(4) We, Eva H. Ambler, H. Glover Hodges and Halle Hodges, in consideration of the premises and of the sum of Five (\$5.00) Dollars, to us in hand paid, do hereby transfer, assign, convey and release unto W. D. Hodges, his heirs, executors, administrators and assigns all right, claim and title which we have or may hereafter acquire or derive under the terms of the will of the said J. F. Hodges, deceased, to and in his one-fourth share in the rents, profits, use and title whether at law or in equity from, to and in the said real estate, and we bind ourselves, our heirs, executors and administrators to make no claim to any part of the said one-fourth interest of the said W. D. Hodges.

It is further agreed that the Trustees shall continue to manage and control the said Main Street property and to rent and lease the same for such time and on such terms as may be deemed best and to collect rents or income therefrom and to keep up the necessary repairs, pay all taxes, including premiums covering loss by fire, tornado and loss of rents, (it is intended, however, that the amount, kind and character of insurance shall be left to the discretion of the Trustee), and after retaining its lawful commissions thereon the net income derived therefrom shall be paid to the parties entitled and in accordance with their rights. Provided, however, that the owners of a three-fourths interest in said real estate shall be entitled at any time by an instrument in writing signed by themselves to require the Trustee to sell the said real estate and divide the proceeds according to the rights of the parties.

With regard to the home of the said J. F. Hodges, situate on East North Street in the City of Greenville we agree that the said Trustee shall be authorized and empowered at his discretion to sell and convey the same and divide the proceeds equally among the parties hereto. In the meantime the said Trustee is authorized to rent and lease the said homeplace for such time and on such terms as it may deem for our best interest dividing the proceeds among us equally.

To all of the foregoing we bind ourselves, our heirs, executors, administrators and assigns. This covenant extending from all of us in favor of each of us.

In Testimony whereof we have hereunto set our hands and seals this the day and year first above mentioned.

Oscar Hodges,  
Jessie O. Hunt.

W. D. Hodges, (L. S.)  
Eva H. Ambler (L. S.)  
H. Glover Hodges (L. S.)  
Halle Hodges (L. S.)

State of South Carolina,  
County of Greenville.

Personally appeared before me Oscar Hodges and made oath that he saw the within named W. D. Hodges, Eva H. Ambler, H. G. Hodges and Halle Hodges, sign, seal and as their act and deed deliver the within written instrument and that he with Jessie O. Hunt witnessed the execution thereof.

Sworn to before me this 31st day of December, 1937

Jessie O. Hunt, (L. S.)  
Notary Public for S. C.

Oscar Hodges,

Recorded this the 25th day of January, 1938 at 12:28 P. M. #1006 BY:E.G.