

STATE OF SOUTH CAROLINA)
 COUNTY OF GREENVILLE)

TITLE TO REAL ESTATE

WHEREAS, we, the undersigned, being all of the heirs at law of the late J. O. Lewis, are the owners of the property hereinafter described; and

WHEREAS, in order to conveniently sell and convey the property we executed a trust deed to Thos. L. Lewis and A. H. Wells, dated _____, 1936, and recorded in the R. M. C. Office for Greenville County, in Deed Book 191, at page 70, which deed contained certain provisions and limitations as to the power and authority of the Trustees to convey the property, and further providing for the election of successor trustees in the event of the death, resignation or removal of one or both Trustees; and

WHEREAS, A. H. Wells has died and Jas. F. Davenport has been elected successor Trustee by an instrument dated December 10, 1939, and recorded in the R. M. C. Office for Greenville County, in Deed Book 216, at page 315, which instrument was intended to broaden the powers of the Trustees in some respects and to ratify and confirm certain deeds and changes in the sizes and shapes of some of the lots made by Thos. L. Lewis as surviving Trustee before the election of Jas. F. Davenport as successor to A. H. Wells; and

WHEREAS, confusion and uncertainty has arisen as to the power and authority of the Trustees to recut the property, lay out new streets and sell off lots which are not in conformity with the plat mentioned in the trust deed first above set forth, and it is the intention of the owners of the property to broaden the authority of the Trustees in all respects concerning the sale and development of the property and to eliminate the confusion and uncertainty as to their powers and authority and at the same time to ratify and confirm in all respects all prior conveyances made by Thos. L. Lewis as surviving Trustee and all changes in the shape of the lots and changes in streets made by him;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That we, Mary B. Lewis, May Lewis Alston, Jeannette Lewis Perdue, Annie Lewis Goldsmith, J. O. Lewis, Jr. J. Max Lewis, W. B. Lewis, Caroline Lewis Webster, and Thos. L. Lewis, in consideration of the sum of Ten (\$10.00) Dollars, to us in hand paid at and before the sealing of these presents by Thos. L. Lewis and Jas. F. Davenport, as Trustees (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 Thos. L. Lewis and Jas. F. Davenport, as Trustees, their successors and assigns:-

of
 All that certain tract of land near the City of Greenville, in the State and County aforesaid, divided into lots and streets as shown on revised plat made by R. E. Dalton, Nov. 1936, and known as Park Hill. The lots as designated on said plat are all of lots Nos. 23, 24, 34, 35, 36, 37, 1, 54, 38, 43, 44, 45, 46, 47, 48, 55, 56, 57, 58, 59 and parts of lots Nos. 21, 22, 28 and 29, and also an unnumbered lot adjoining property of J. B. League. Said plat is recorded in Plat Book I, pages 36 and 37, R. M. C. Office for Greenville County.

Less, however, any portion or portions of the above described property heretofore conveyed by Thos. L. Lewis and A. H. Wells as Trustees, or by Thos. L. Lewis, as surviving Trustee.

ALSO the following described lots or parcels of land which the said J. O. Lewis died seized and possessed of, which were not included in the original trust deed executed by the grantors herein to Thos. L. Lewis and A. H. Wells heretofore referred to:-

All that certain piece, parcel or lot of land on the west side of Sevier Street Extension West (now Melville Avenue) being known and designated as the southern portions of Lots Nos. 63, 64 and 65 as shown on a plat of Park Hill as revised November 1, 1936, by R. E. Dalton, Engineer, which plat is recorded in the R. M. C. Office for Greenville County, in Plat Book I, at pages 36 and 37, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the west side of Sevier Street Extension West at the northeast corner of Lot No. 29, and running thence with the west side of said street N. 35-57 E. approximately 230 feet to a point in the east line of Lot No. 65, which point is in the dividing line between the property of the Estate of J. O. Lewis and the property of Mary B. Lewis; thence with said property line S. 50-47 W. 250 feet more or less, to a point in the north side of Lot No. 29; thence with the north side of said lot S. 63-07 E. 70 feet, more or less, to the beginning corner. It being the intention to convey the portions of Lots Nos. 63, 64 and 75 made up of property coming from the Estate of J. O. Lewis.

ALSO all that certain piece, parcel or tract of land in the County of Greenville, State of South Carolina, near the City of Greenville, adjoining Park Hill subdivision on the southwest and being the remaining portion of the property of the Estate of J. O. Lewis and having, according to a plat made by R. E. Dalton, Engineer, March, 1940, the following metes and bounds, to-wit:-

BEGINNING at an iron pin at the joint rear corner of Lots Nos. 20 and 21 of Park Hill and running thence with the property of the M. D. Earle Estate S. 51-40 W. 668 feet to an iron pin, corner of property now or formerly of George Norwood; thence with said Norwood line N. 80-45 E. 351.8 feet to a white oak in line of property of the Estate of A. G. Hart; thence with said Hart line and line of property of J. B. League and Bahan N. 78-51 E. 796.6 feet to a point in line of property of Park Hill as shown on the plat referred to herein; thence with said line the following courses and distances to the beginning corner; N. 60-19 W. 117.3 feet to a poplar; N. 70-05 W. 213 feet to a hickory; N. 70-40 W. 318.5 feet to an iron pin, containing 4.50 acres, more or less.

In trust for the grantors herein upon the following limitations, any former trust instrument or instruments of any nature to the contrary notwithstanding:

The Trustees are vested with full power and authority to sell and convey the property described herein by good fee simple deeds, as a whole or in parcels, for cash, or for part cash, and the balance to be secured by purchase money mortgages, or any other security deemed sufficient by the Trustees; with power in the Trustees from time to time to recut the lots, lay out new streets, close existing streets and roads, and otherwise develop the property; to exchange the lots, or the property as a whole, for other property, such property taken in exchange to be held subject to the same terms of trust as the property described herein; to take back property in satisfaction of any mortgage indebtedness securing the purchase price of same when, in the Trustees' discretion, it is deemed for the best interests of the grantors herein, said property so taken back to be held subject to the same trusts as contained herein. The Trustees are empowered and authorized to convey the property described herein subject to such building restrictions as to them seem desirable for the protection of the remaining property and property