

## TITLE TO REAL ESTATE

The State of South Carolina,  
County of Greenville.

Know all men by these presents that I, Jones McCrorey, of <sup>(Volusia)</sup> Volusia County, Fla (formerly a resident of the City and County of Greenville, in the State of South Carolina aforesaid), in consideration of the sum of one dollar to me in hand paid at and before the sealing of these presents by the grantee hereinafter named (the receipt whereof is hereby acknowledged), and in further consideration of my release from personal liability arising from my having assumed the payment of the three mortgages hereinafter mentioned, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto L. O. Patterson, of Greenville, South Carolina, all that certain lot, piece or parcel of land situate, lying and being in the State of South Carolina and County of Greenville, in the Fifth Ward of the City of Greenville, having the following metes and bounds, to-wit: Beginning at a stake on the southwest corner of River Street and Bacot Alley, and running thence along said alley N. 63 W. (in the direction of Cox Street) 2.42 chains to the corner of said alley and a ten-foot alley separating the lot hereby conveyed from land of Abner G. McKimney; thence along said last mentioned alley S. 49½ W. 1.43 chains to a stake on corner of the W. Louie Simpson lot; thence along the Simpson line S. 56 3/4 E. 59 links to a stake; thence (still along the Simpson line) S. 75 E. 2.43 chains to a stake on River Street; thence with said street N. 26½ E. 90 links to the beginning corner; containing 32/100 of an acre, more or less; being "Lot 71-1-23" on the "Block Book" of said city, and being the same lot conveyed to me by the said W. L. Simpson by deed dated November 29, 1926, and recorded in the office of the Register of Mesne Conveyances for said County in Book 117, page 231;

Also all that other certain lot, piece or parcel of land situate, lying and being in said State of South Carolina and County of Greenville, a short distance southeast of said City of Greenville, known and designated as Lot Number thirty-three (33) of South Cherokee Park, as shown on a plat of same recorded in said office in Plat Book "A", page 130, and having the following metes and bounds, to-wit: Beginning at a stake on the southeast corner of Keowee Avenue and Saluda Street, and running thence S. 63 E. along Saluda Street 172 feet to an alley; thence along said alley S. 27 W. 60 feet to a stake on the corner of Lot No. 32; thence N. 63 W. 172 feet along line of Lot 32 to a stake on Keowee Avenue; thence with said Avenue N. 27 E. sixty (60) feet to the beginning corner, being the same lot conveyed to me by A. W. Tanner, Jr., by deed dated October 18, 1924, and recorded in said office in Book 103, page 34.

No taxes on either of these lots are due and unpaid, except as follows: 1939 and 1940 taxes on the second lot and 1940 taxes on first lot.

There is no other lien or encumbrance on either of said lots, by mortgage, judgment or otherwise, except a \$2,000 mortgage to Mrs. Lillian L. McCrorey dated Dec. 17, 1928, and recorded in said office in Book 217, page 41 (which is being released now), and the three mortgages hereinafter mentioned, recorded in said office in Book 85, at pages 165, 166 and 167, which three mortgages are to remain open for the protection of the mortgagees against intervening incumbrances; if any; but it is distinctly understood and specifically agreed hereby that if there be any other liens or encumbrances on said lots or either of them, the grantee herein and his cestuis que trustent assume no liability whatever for the payment of such liens or encumbrances or of any deficiencies in case the proceeds of sale of said premises prove insufficient to pay the same.

Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in any wise incident or appertaining. To have and to hold all and singular the premises before mentioned unto the said grantee, and his successors and assigns forever, in trust, nevertheless, to hold, lease, sell, exchange and in any manner dispose of said premises (and of all property hereafter acquired by him) from time to time as he may deem for the best interests of the mortgagees hereinafter mentioned; to execute and deliver good and sufficient deeds and other instruments transferring same to the purchasers thereof and to accept mortgages upon the whole or any parts thereof to secure the payment of any part of the purchase money therefor (without responsibility upon the purchasers to see to the application of the purchase money); such power of sale not to be exhausted by one use thereof, but to continue and be exercised as often as said trustee may desire; and after paying taxes, insurance, repairs, improvements, commissions, expenses and other proper items, in trust to divide all remaining net funds in his hands among the holders of the three mortgages given by M. C. Dowling, dated March 11, 1920, and recorded in the office of the Register of Mesne Conveyances for Greenville County, South Carolina, in Book 85, at pages 165, 166 and 167, respectively, in proportion to the amounts due them thereon, respectively, to-wit: (A) to Mrs. Margaret M. Strader (or her heirs, executors, administrators or assigns) one-third (1-3) thereof; (B) to L. O. Patterson, as executor of the Will of Miss Jessie M. Markley, deceased (or his successors or assigns), twenty-three sixtieths (23/60) thereof; and (C) to Miss Charlotte M. Stoney, as executrix of the Will of Miss C. M. Croft, deceased (or her successors or assigns), seventeen sixtieths (17/60) thereof; provided, however, that any of the holders of said three (Dowling) mortgages who may refuse or neglect, within a reasonable time after written demand; to release me, the said Jones McCrorey, or my heirs, executors or administrators, from personal liability on account of said three mortgages or any of them shall thereby