

TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA)
 COUNTY OF GREENVILLE)

CONTRACT AND AGREEMENT

This Contract and Agreement made by and between Henry D. Springfield, husband, and Ruth T. Springfield, wife, on this 8th. day of February, 1941, witnesseth:

We, the said Henry D. Springfield and Ruth T. Springfield, being husband and wife and and owning jointly the property hereinbelow described, each owning a one-half, undivided interest in the same, and desiring to reserve the power to mortgage or convey said property, but desiring to provide for the disposition of said property at our death, do hereby irrevocably contract and agree that said property may be disposed of and/or mortgaged by the mutual consent of both parties hereto, the right to dispose of and/or mortgage said property is hereby expressly reserved in the parties hereto; that upon the death of either party hereto, the surviving party is to have said property, possess and be in charge of the same, for and during his or her natural lifetime, and upon the death of the survivor of the parties hereto; we do hereby convey, in fee simple, said property to Norman Jean Springfield and Bobby Gilbert, grandchildren of the said Henry D. Springfield, share and share alike, provided it has not been disposed of by the mutual consent of the parties hereto as herein specified.

The consideration for this Contract and Agreement is the mutual contract, promise, and agreement of the other, and this consideration is hereby expressly acknowledged.

It is specifically, mutually contracted, understood, and agreed by and between the said Henry D. Springfield and Ruth T. Springfield, for valuable consideration, receipt of which is hereby acknowledged, that we do hereby specifically reserve to ourselves the right to use, sell, mortgage, or convey said property by the mutual consent of said parties; that the survivor of the parties hereto is to have and hold said property for and during his or her natural lifetime; that upon the death of the last survivor of the parties hereto; said property is hereby granted and conveyed to the said Norman Jean Springfield and Bobby Gilbert as hereinabove provided, subject, however, to the reservation as herein set forth.

The property herein conveyed, as above provided, is described as follows, to-wit:

"All that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, just without the city limits of the City of Greenville, in a subdivision known as "Park Place" and being known and designated as Lot No. 12 in Block "B" according to a plat recorded in Plat Book "A" at Page 119, said lot having a frontage of 50 feet on Rutherford Road and a depth of 150 feet, this being the same lot of land conveyed to Henry D. Springfield by Slevia Farroh by deed dated September 7, 1933 and recorded in the R. M. C. Office for Greenville County, South Carolina in Volume 115 at Page 526, and being the same lot of land to which the said Henry D. Springfield conveyed a one-half, undivided interest in the same to Ruth T. Springfield by deed dated September 7, 1940, said deed being recorded in said R. M. C. Office in Deed Book 225 at Page 163".

WITNESSES:

Henry D. Springfield

J. Venable Jester
 L. E. Wooten

Ruth T. Springfield

STATE OF SOUTH CAROLINA
 COUNTY OF GREENVILLE

Personally appeared before me J. Venable Jester who, after being duly sworn, states: That he saw the within named Henry D. Springfield and Ruth T. Springfield sign, seal, and as their act and deeds deliver the above written contract, and that he with L. E. Wooten witnessed the execution thereof.

Sworn to and subscribed before me
 this 8th. day of February, 1941.

J. Venable Jester

L. E. Wooten (SEAL)
 Notary Public for South Carolina

STATE OF SOUTH CAROLINA
 COUNTY OF GREENVILLE

I, L. E. Wooten, Notary Public for South Carolina, do hereby certify unto all whom it may concern that Mrs. Ruth T. Springfield, wife of the within named Henry D. Springfield, did, this day appear before me, and, upon being briefly examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread, or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named Henry D. Springfield, Norman Jean Springfield, and Bobby Gilbert and their heirs and assigns, all her interest and estate and also her right and claim of dower, in and to all and singular the premises within mentioned and released, subject, however, to the provisions as set out in said Contract and Agreement.

Ruth Springfield
 Ruth T. Springfield

Given under my hand and seal
 this 8th. day of February, 1941.

L. E. Wooten
 Notary Public for South Carolina

Recorded February 15, 1941 at 10:55 A. M. # 2186

By- J. H.-