

STATE OF SOUTH CAROLINA

GREENVILLE COUNTY.

WHEREAS, Emma Means Burton died March 19, 1920, leaving of force her last Will and Testament which was thereafter duly proven and is now on file in the office of Judge of Probate for Greenville County, in Apartment 159, File 12; and

WHEREAS, under the said will a lot of land described below was left to certain children and grandchildren mentioned therein, some of whom have died, and the interests of these deceased persons have passed on to their heirs at law; and

WHEREAS, the undersigned are now, under the terms of the Will, the only living owners of the lot, and the same has been sold to Miriam Chaney at the price of Two Thousand Three Hundred (\$2,300) Dollars, it is the desire to give evidence of the agreement of the parties as to the distribution of the proceeds of sale, and all the parties being of full age;

NOW, THEREFORE, it is agreed as follows:

1st. That the owners shall pay the interest on the mortgage of \$500 from funds now in hand up to October 1st, 1946, which is the time the deed shall be dated. The purchaser shall either pay off the mortgage now on the lot or assume the same.

2nd. All taxes and insurance shall be prorated as of October 1st, 1946.

3rd. W. G. Serrine was appointed Receiver by order of Hon. T. S. Sease, Circuit Judge Thirteenth Circuit, April 8th, 1929, and has been collecting the rents and supervising the property since that time. He has from time to time made an accounting to Lucile Means Hart which has been satisfactory to her. He has on hand a balance of \$196.09 as of October 1st, 1946, which all of us agree should be paid to Lucile Means Hart for advances she has made, and her receipt shall be in full satisfaction of all claims of the owners of the land against W. G. Serrine.

4th. All the details of the sale and the agreement to distribute the proceeds have been handled by W. G. Serrine and we agree that Miriam Chaney shall pay to him Fifty (\$50) Dollars for his services. The remainder of the purchase price shall be paid to us in the proportions set out in the following paragraph:

After paying off the mortgage, W. G. Serrine's fee, and stamps on the deed, there will remain One Thousand Seven Hundred Forty Two and 25/100 (\$1,742.25) Dollars, which shall be divided amongst the undersigned according to the following fractions:

- Ellen Means.....20/240ths.
- Lovinia Means.....27 1/2/240ths.
- Lottie Davis.....96-3/12/240ths.
- Lucile Means Hart.....96-3/12-240ths.

The land is briefly described as follows:

In the City of Greenville, beginning at an iron pin on the west side of Manly Street, 142.7 feet from the north side of Ann; thence with Manly Street, 47.5 feet; thence with line of lot formerly owned by Lyda Bates, westerly, 133 feet; thence with line of lot formerly owned by Kate Sims, in a southerly direction, 47 feet; thence with line of lot formerly owned by Frank S. White, Jr. 134 feet to the beginning corner.

In witness whereof we have hereunto set our hands and seals this 5th day of October, 1946.

In presence of:

Helen B. Sterrett
Ira T. Alexander

Ellen Means	(SEAL)
Lottie Davis	(SEAL)
Lucile Means Hart	(SEAL)
Lavinia Means	(SEAL)

As to Ellen Means, Lottie Davis and Lucile Means Hart.

Helyn C. Asbury

Bertha M. Green
As to Lovinia Means.

For Deed in connection with this agreement see Deed Book 300, page 348.