

CONTRACT AND ASSIGNMENT

THIS AGREEMENT, by and between Shuman Basil Gerald, Jr., hereinafter referred to as party of the first part, of the City of Greenville, South Carolina, and Charles H. Gerald, hereinafter referred to as the party of the second part, of Columbia, South Carolina, WITNESSETH:

That, whereas the party of the second part has at the request of the party of the first part undertaken to secure and prepare evidence tending to establish the contention of the party of the first part that the late William Wesley Burgess of Greenville, South Carolina was mentally incompetent to make a will at the times of the execution of his alleged will dated December 10, 1931 and codicils thereto dated September 26, 1932, October 27, 1932, May 12, 1937, August 4, 1938, April 4, 1940, and August 28th 1940, and thus died intestate, and whereas the party of the second part has acted as attorney in fact for the party of the first part in all of his legal affairs since the party of the first part has attained his majority, NOW, in consideration of time and expenses incurred and to be incurred by the party of the second part in proving mental incapacity of the late William Wesley Burgess as aforementioned, and in further consideration of services rendered by the party of the second part as attorney in fact as aforementioned, the party of the first part has agreed and does hereby agree to pay unto the party of the second part Fifteen (15%) per cent of all monies and properties, real, personal or mixed which may come to the party of the first part by virtue of establishing that the late William Wesley Burgess died intestate. However, if the value of such monies and properties shall be less than Fifty Thousand (\$50,000.00) Dollars the party of the first part shall be paid Five Thousand (\$5,000.00) Dollars.

The value of the aforementioned inheritance shall be determined by a board of Three (3) appraisers, one of whom shall be selected and appointed by the party of the first part, and one by the party of the second part, and these Two (2) appraisers shall select and appoint a third. Action in arriving at a valuation shall be completed by said appraisers not later than Six (6) months following successful termination of contest of the capacity of the said William Wesley Burgess to make a will, and the compensation of said appraisers shall be borne equally by the parties hereto.

The better to secure the payment by the party of the first part to the party of the second part, know all men by these presents that I, Shuman Basil Gerald, Jr., have assigned, transferred and set over, and by these presents do assign, transfer and set over unto Charles H. Gerald, his heirs and assigns an undivided Fifteen (15%) percent interest in my share as heir-at-law and distributee of the late William Wesley Burgess (said interest hereby assigned shall amount to Five Thousand (\$5,000.00) in the event my share of the estate is less than Fifty Thousand (\$50,000.00) Dollars.

The agency hereby created shall be deemed to be coupled with an interest and irrevocable, and the undertakings herein contained shall be binding upon the parties hereto, their personal representatives, their heirs or assigns.

IN WITNESS WHEREOF, We have hereunto set our hands and seals in the City of Columbia, County of Richland, State of South Carolina on this 14th day of June, 1946.

In the Presence Of:

Martha P. Rogers

Claude L. Chester

Shuman Basil Gerald, Jr. (L.S.)

Charles H. Gerald (L.S.)

"Over"

SATISFIED ANS. CANCELLED AND RECORD DAY OF 29 Ollie Burgess 1949 R.M.G. FOR DETERMINED BY A BOARD OF THREE AT 3:30 O'CLOCK IN THE CITY OF GREENVILLE COUNTY, S. C. NO. 7307