

## TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA )  
 COUNTY OF GREENVILLE )      AGREEMENT

WHEREAS, Thomas B. Wynn departed this life testate on March 16, 1930, leaving a Will which was duly admitted to Probate and is on file in the Office of Probate Judge for Greenville County in Apartment 257, File 2, said Will by its terms giving a life estate in an approximately fifty-acre tract of land to Truly Howard Wynn, the wife of the deceased, and further providing for a division of said lands between his five children, namely, Edwin B. Wynn, Fred W. Wynn, Lilla Wynn Walker, Gladys Wynn Putman and Mae Wynn Black, and

WHEREAS, Truly Howard Wynn, the owner of the life estate, and her five children as remaindermen, did for their mutual advantage, agree to divide the lands between the remaindermen by the execution of partition deeds in the manner provided in the Will, so that each child should have the benefit of their inheritance prior to the death of the life tenant, and

WHEREAS, there was conveyed to Fred W. Wynn five acres of land by deed recorded in Volume 220 at Page 390; to Edwin B. Wynn six and one-half acres by deed recorded in Volume 220 at Page 389; and to Mae Wynn Black ten acres by deed recorded in Volume 219 at Page 308, the first two deeds providing that the grantee should pay to Truly Howard Wynn two hundred fifty pounds of cotton each year, and that Mae Wynn Black should pay five hundred pounds of cotton each year, and

WHEREAS, the other partition deeds are about to be executed, completing the plan of partition hereinabove agreed upon, reference being had to a judgment roll filed in the Office of the Clerk in the case of Truly Howard Wynn, et al vs. Robert Wynn Purman, and

WHEREAS, it is the desire of the life tenant and of the remaindermen that no child have any advantage over either of the others, and

WHEREAS, it was never the intent or purpose of Truly Howard Wynn to create a charge or lien upon the tracts of land conveyed by the three deeds hereinabove referred to by providing for the payment of cotton each year, and

WHEREAS, it is now the desire that each of said children shall have a free, clear and marketable title to their respective tracts of land conveyed by the three deeds hereinabove referred to, as well as the additional deeds to be executed pursuant to the proceeding on file in the Office of the Clerk of Court hereinabove referred to,

NOW, THEREFORE, This agreement made and entered into this third day of September, 1947, by and between Truly Howard Wynn, as party of the first part, and Edwin B. Wynn, Fred W. Wynn, Lilla Wynn Walker, Mae Wynn Black, James B. Putman and Robert Wynn Putman, as parties of the second part,

WITNESSETH:

I. Each of the parties of the second part, in consideration of Truly Howard Wynn having executed partition deeds to each of the children, or their heirs at law, so as to give each of them possession of their respective tracts prior to the death of the life tenant, agree to pay to Truly Howard Wynn Fifty and No/100 (\$50.00) Dollars in cash on November 1, 1947 and a like sum on November 1st of each year during the life of Truly Howard Wynn. It is distinctly understood that the Fifty and No/100 (\$50.00) Dollars to be paid by each of the children to Truly Howard Wynn is a personal obligation, enforceable by an action at law for money due, and that this agreement shall not be construed so as to make the same a charge or lien upon the land in the possession of the children, or their assigns, and that each child shall have the right to sell and convey their respective tracts in fee simple in the same manner as if no mention of cotton had been inserted in the three deeds first above referred to, nor had this agreement been entered into.

II. In consideration of the sums of money to be paid to her as hereinabove stipulated, Truly Howard Wynn does hereby release and forever discharge the premises hereinabove conveyed to Edwin B. Wynn, Fred W. Wynn and Mae Wynn Black by deeds recorded in Volume 220 at Page 389, Volume 220 at Page 390 and Volume 219 at Page 308, respectively, from any and all obligation to pay cotton rent stipulated in said deeds, and does hereby acknowledge that each said grantee hereafter holds said land in fee simple, free from any claim of Truly Howard Wynn.

In consideration of the execution and delivery of the deeds by Truly Howard Wynn to each of us, and in consideration of the release and discharge of the lands from the obligation to pay cotton rent as stipulated in the three deeds above referred to, the parties of the second part hereafter severally agree to pay over to Truly Howard Wynn, Fifty and No/100 (\$50.00) Dollars each payable Fifty and No/100 (\$50.00) Dollars on November 1, 1947 and a like payment of Fifty and No/100 (\$50.00) Dollars on the first day of November of each year during the lifetime of Truly Howard Wynn.