

GREENVILLE CO. S. C.

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THE STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

WHEREAS, Jane C. Wofford on or about May 8, 1964, purchased certain tracts of land from The Greenville News-Piedmont Company, hereinafter described, and gave a purchase-money mortgage in the amount of \$30,000.00; and

WHEREAS, Jane C. Wofford thereafter made a subdivision plat of said property and conveyed Lot No. 1 thereof to George E. McDougall by deed dated September 28, 1964 (said deed being released from the aforesaid purchase-money mortgage), recorded October 8, 1964, in Deed Book 759, at Page 275; and

WHEREAS, It was intended and agreed that certain residential restrictive covenants would be imposed upon said property, and in reliance thereon said George E. McDougall has constructed a large home and borrowed \$65,000.00 thereon; and

WHEREAS, the holder of the aforesaid mortgage filed a Lis Pendens on May 28, 1965, and on June 3, 1965, stating "that an action has been commenced in the above mentioned Court seeking the foreclosure of a real estate mortgage given by Jane C. Wofford . . ."; and the present mortgage holder filed Lis Pendens on Nov. 12, 1965; and Feb. ____, 1966; and

WHEREAS, Jane C. Wofford has executed a second mortgage to Eugene E. Stone, III, on Nov. 30, 1964, said mortgage recorded in R.E.M. Book 979, at Page 537; and

WHEREAS, said Jane C. Wofford is unable to pay either of said mortgages and is desirous of and willing to be relieved of personal liability thereon and of foreclosure thereof; and

WHEREAS, a foreclosure suit has been instituted by service of Summons and Complaint on Jan. 26, 1966, on grantor herein but settlement negotiations ensued; and

WHEREAS, said George E. McDougall, in order to protect his substantial investment and for other good and sufficient reasons, is willing to purchase all of the remaining property owned by said Jane C. Wofford and, on condition that good and marketable title is conveyed to him free of any other liens and encumbrances, assume the payment of both of the said mortgages,

NOW, THEREFORE, in consideration of the premises and the sum of Ten Dollars (\$10.00) and other valuable consideration, to Jane C. Wofford in hand paid, the receipt whereof is hereby acknowledged, JANE C. WOFFORD has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said GEORGE E. McDOUGALL, his heirs and assigns forever:

(CONTINUED ON NEXT PAGE)