

written deed, and that he, with G.M. Beddingfield, witnessed the execution thereof.

Sworn to before me, this 7th.

J.W. Mullinax.

day of October A.D. 1903.

L.O. Patterson (L.S.)

Not. Pub. for S.C.

Recorded October 28th. 1903.

G.M. Davis

to

Trust Deed to Real Estate

B.M. Shuman

State of South Carolina.

County of Greenville.

Whereas I am indebted to J. Matt Cooley by a note executed and delivered by me to him for eight hundred dollars on the 21st. day of November 1901 and payable on the 21st. day of November 1902 with interest thereon at eight per cent. per annum from date of same until paid, payable annually, and no part of said note has been paid, and whereas the payment of the same is secured by mortgage of the two tracts of land hereinafter described which mortgage is recorded in the Office of the Register of Mesne Conveyances of said County of Greenville in Mortgage Book V.V. page 426; and whereas I am indebted to B.M. Shuman and W.H. Earle, partners formerly practicing law under the firm name of Shuman & Earle by a note for fifty and 75/100 Dollars bearing date the 9th. day of October 1902 and payable on the 1st. day of January 1903 with interest thereon at eight per cent per annum from maturity of said note until, paid, payable annually, and no part of said note has been paid, and the payment thereof is secured by mortgage of said two tracts of land, the same being recorded in said Office in Volume Y.Y. page 272, and where as said two notes are due and no part thereof has been paid and I am desirous that the same shall be paid,

Know all men by these presents that I G.M. Davis of the State and County aforesaid for and in consideration of the premises hereinbefore recited and the sum of five dollars to me in hand paid at and before the sealing of these presents by B.M. Shuman of the City of Greenville, S.C., the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said B.M. Shuman all that piece, parcel and tract of land situate, lying and being in the County of Greenville and State aforesaid and about one-half of one mile from the corporate limits of the Town of Greers, containing thirty-three and three-fourths acres more or less, and bounded by lands of Mrs. Robinson, Cleveland Land, W.W. Burgess and others, and being the same place conveyed to me by D.P. Verner, Master by deed bearing date 5th. day of November 1835 and recorded in said office in Book U.U. page 62, and sold by said Master at suit of W.W. Burgess, administrator against Jane King and others; also all that other piece parcel and tract of land situate, lying and being in the State and County aforesaid and Chick Springs Township, containing forty acres more or less, and bounded by lands of Berry Smith, James Suber, Charlie King and others, and being the same land conveyed to me by Elizabeth T. Westmore land by deed bearing date the 28th. day of October 1899, and being about two miles from the corporate limits of the Town of Greers.

Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

To have and to hold all and singular the said premises before mentioned unto the said B.M. Shuman, his heirs and assigns forever.

The said two tracts of land are hereby conveyed to the said B.M. Shuman upon the following trust and confidence, to wit: In trust to the said B.M. Shuman to sell the same at public auction on sales day in November 1903 or some convenient sales day thereafter in the City of Greenville, S.C., in front of the County Court House for cash to the highest bidder, after advertising said sale in the Greenville Daily News once in each week for three successive weeks, and to execute and deliver to the purchaser or purchasers at said sale a good and sufficient deed or deeds of conveyance to the premises sold upon such purchaser or purchasers complying with the terms of sale, thereby conveying said premises to such purchaser or purchasers in fee-simple; and to apply the proceeds of said sale as follows, to wit:

1st. To the payment of the costs and expenses incident to said sale including the expense of advertising the same and twenty dollars commissions to said B.M. Shuman, Trustee, and five dollars as an attorney's fee for the preparation of this deed.

2nd. To the payment of the amount due on said note and mortgage of said J. Matt Cooley including interest to the time of the payment thereof.

3rd. To payment of the amount due on said note and mortgage of Shuman & Earle including interest to the time of the payment thereof.

4th. To pay and turn over to me or my assigns any balance of said proceeds that shall remain after making all of said payments.

Now, if any purchaser at said sale shall bid in either or both of said tracts of land and shall fail to comply with the terms of sale the said B.M. Shuman shall resell the same on the same or some subsequent sales day and he shall continue so to resell until he shall obtain a purchaser who will comply with the terms of sale, all subsequent sales to be on the same terms as the first sale, and the proceeds to be applied as hereinbefore specified, and any sale made on any subsequent sales day shall be advertised as hereinbefore specified.

And I do hereby bind myself, my heirs, executors and administrators to warrant and forever defend all and singular the said premises unto the said B.M. Shuman, his heirs and assigns, against myself, my heirs, and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness my hand and seal this 26th. day of September in the year of our Lord one thousand nine hundred and three and in the one hundred and twenty-eighth year of the Independence of the United States of America.

Signed, sealed and delivered

G.M. Davis (L.S.)

in the presence of

T.K. Earle.

A.H. Wells.

THE STATE OF SOUTH CAROLINA.

COUNTY OF GREENVILLE.

PERSONALLY appeared before me T.K. Earle and made oath that he saw the within named G.M. Davis sign, seal and as his act and deed, deliver the within written deed, and that he, with (over).