

State of South Carolina, }
COUNTY OF GREENVILLE.

WHEREAS, on May 20, 1915, W. H. Irvine, of the County and State aforesaid, did file his petition in bankruptcy in the United States District Court for Western District of South Carolina, praying that he be adjudged a bankrupt; and

WHEREAS, said Court did, upon due consideration, on the same day adjudge the said W. H. Irvine a bankrupt; and

WHEREAS, at a meeting of the creditors of the said W. H. Irvine subsequently held on June 2, 1915, H. P. McGEE, W. P. CONYERS and W. T. HENDERSON were duly elected and qualified as Trustees of said estate and are now engaged in the performance of their duties as Trustees; and

WHEREAS, by certain orders, to-wit: An order in the said Court in the above case, bearing date October 14, 1915, and order of J. J. McSwain, Referee in Bankruptcy, bearing date Nov. 15th, 1915, said Trustees were authorized to sell the tract of land hereinafter mentioned at the price hereinafter stated, free from dower claim and from all liens and encumbrances:

NOW, THEREFORE, in pursuance of said orders, we H. P. McGEE, W. P. CONYERS and W. T. HENDERSON as Trustees of said estate, in consideration of the sum of Twenty-five hundred (\$2500.00) Dollars,

to us in hand paid at and before the sealing of these presents by T. F. Hunt (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 T. F. Hunt, All that piece, parcel or lot of land situate in Bates Township, in the State and County aforesaid near Saluda River, and containing one hundred and fifty-seven (157) acres, more or less, the three tracts as follows:

Tract No. 1, having the following metes and bounds, to-wit: Beginning at a water-oak on the bank of Saluda River and running thence N. 51 E. 2.51 to a rock; thence N. 37 W. 5.00 to a rock; thence N. 52-1/2 E. 4.64 to a red-oak; thence S. 52 E. 5.38 to a post-oak; thence S. 88 E. 5.25 to a post oak; thence N. 87 E. 7.50 to a pine; thence N. 67 E. 9.00 to a red-oak; thence N. 20 E. 10.00 to a red-oak; thence N. 57 W. 21.25 to a rock on river; thence down the meanderings of the river to the beginning oak. Said tract contains one hundred and twenty acres, more or less

Tract No. 2 Beginning at a water oak on the bank of Saluda River and running thence N. 57 E. 2.21 to a rock; thence N. 37 W. 5.00 to a rock; thence N. 52-1/2 E. 4.64 to a red-oak; thence S. 52 E. 5.38 to a post oak; thence S. 88 E. 5.25 to a post oak; thence S. 64 E. 6.45 to a post thence N. 72-1/2 E. 2.00 to a rock on road; thence with said road to river; thence up said river to the beginning corner, containing thirty acres, more or less.

Tract No. 3: Beginning on Kelley's line at a red-oak and running thence S. 20 W. 10.00 to a red oak stump; thence S. 70-1/2 W. 8.50 to a red oak; thence S. 44 E. 6.45 to a red oak; thence N. 72-1/2 E. 9.30 to a rock; thence N. 10 W. 10.80 to a red-oak on Kelley's line; thence N. 47-1/2 W. 2.25 to the beginning corner, containing seven acres, more or less.

The foregoing one hundred and fifty-seven (157) acres of land is the same land that was conveyed to W.A. Simmons and L.N. Simmons, sold and conveyed by general warranty deed by Anna Lindsay, by deed dated April 28th, 1906 and recorded in the R.M.C. Office for the County and State aforesaid in Book S.S.S., page 198. Said L.N. Simmons subsequently to-wit: on November 2nd, 1910 sold and conveyed his right, title and interest in said land to W.H. Simmons as will more fully appear by reference to the record of his deed which is recorded in Vol. 13, page 185. And for information relating to the title to these three tracts prior to its conveyance to W.A. Simmons, as above stated, see book Z, page 266; LLL, page 490; LLL, page 491 and EE, page 534. Being the same tract of land conveyed to W.H. Irvine by W.A. Simmons by deed dated May 12th, 1913 and recorded in the R.M.C. Office for Greenville County in Vol. 21, page 528.

In the chain of this title is found in Vol. LLL, page 490, a deed from W.B. Lindsay, James-Lindsay, Sallie Nimmons, Minnie Lindsay, May Finley, A.L. Lindsay and R.L. Lindsay to Anna-Lindsay - no record of any deed or proceedings in any Court showing any interest in said land other than that of W.B. Lindsay who was the father of the other grantors and the grantee - no renunciation of dower of the wives of James, A.L. and Robert Lindsay is of record although upon information they were at that time married and they and their wives still living. In judgment Roll 10796 in the office of the Clerk of Court a proceeding is found, which prior to the above deed partitioned a tract of land on the White Horse Road belonging to Martha A. Lindsay, deceased who was the wife of W.B. Lindsay and the mother of all the others named in the said deed - It appears that there were a number of other children who, with these were made parties to that suit, all others being then over the age of twenty-one years - The complaint in that case alleges that Martha A. Lindsay owned no other lands, but that her husband owned other lands - The land belonging to the wife and mother was sold the share of those other over twenty-one years of age paid to them, and the shares of all parties to the deed in question paid to W.B. Lindsay, the father, as Guardian - See a judgement 51 file 42 in the office of the Probate Judge - Later and about the time the deed in question was made a settlement with the guardian was had, and James Lindsay, a son, told me, this land had to be sold by the father to get the money to settle with the children - I assume that the person who drew the deed supposed it necessary to have those children join in the deed since it was being sold to pay them their interest devised from the estate of their mother, W.B. Lindsay had then married again and the Dower of his second wife was renounced on that deed - After thorough examination of the records and from all information gathered I conclude that none of the parties to that deed other than W.B. Lindsay was seized of any such interest in said land as would vest in the wives of the other an inchoate right of Dower.
November 20th, 1915 B.A. Morgan.

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 Premises before mentioned unto the said T. F. Hunt, his Heirs and Assigns forever.

WITNESS our hands and seals, this 16th, day of October

in the year of our Lord one thousand, nine hundred and eighteen and in the one hundred and 43rd year of the Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of
W.A. Jones, } Henry P. McGee, (L. S.)
Chas. M. McGee, } W.P. Conyers, (L. S.)
As Trustees of the Estate of W. H. Irvine, Bankrupt. } W.T. Henderson (L. S.)

(Stamps \$2.50) We consent that this Sale be made.
Cothran, Dean & Cothran,
Attorneys for Eva B. Irvine.
Sale approved - W.C. Cothran, Referee.

STATE OF SOUTH CAROLINA, }
County of Greenville. }
PERSONALLY appeared before me W.A. Jones
and made oath that he saw the within named H. P. McGEE, W. P. CONYERS and W. T. HENDERSON, as Trustees of the Estate of W. H. Irvine, Bankrupt, sign, seal and as their act and deed deliver the within written deed, and that he with Chas. M. McGee witnessed the execution thereof.

Sworn to before me this 16th,
day of October A. D. 1918 } W.A. Jones
Chas. M. McGee (L. S.)
Notary Public for S. C.