Vol. 60-Title to Real Estate.

109

State of South Carolina,

County of Greenville.

Contract entered into on date hereafter named by J.W. Hill, hereafter known as party of the first part, and J.B. Benson, hereafter known as party of the second part, both of State and County aforesaid.

That for and in consideration of one (\$100.00) hundred dollars cash in hand paid, receipt of which is hereby acknowledged, ten certain (10) promissory notes for seventy-two (\$72.77) dollars seventy-seven cents, each payable monthly: beginning April 1st, 1920 and regular thereafter until the ten notes have been paid in full, and a further consideration of twenty-nine hundred (\$2976.50) seventy-six dollars and fifty cents payable Jan. 1st, 1921, party of the first part hereby sells to party of the second part one house and lot at #227 Woodside Avenue, fronting fifty (50) feet on said Avenue and running back one hundred (150) and fifty feet and upon payment of above sums by party of the second part party of the first part binds himself and heirs and assigns to make to party of the second part, his heirs and assigns, a good and sufficient deed to above described lot free from all encumbrances whatsoever.

The said party of the first part further agrees to assign to party of the second part his entire interest in one certain fire insurance policy for \$3,000.00, for the term of three years, in the Globe & Rutgers Fire Ins. Co., of New York, N.Y., after above terms and conditions have been complied with by party of the second part, otherwise this assignment shall be void.

The above fire insurance policy dated Feb. 7, 1920 and to expire Feb. 7, 1923.

In the event party of the second part shall fail or refuse to make any or all of the above payments in full when due, party of the first part may claim all or any payment or payments which have been made to apply as rental on said premises, and this contract shall become null and void, otherwise it is to remain in full force and effect.

This agreement signed in duplicate and accepted by both parties this the 26, day of February 1920. Witness:

W.W. Smith,

J.W. Hill, (L.S.)

Jno.N. Wrenn.

J.B. Benson, (L.S.)

State of South Carolina,

County of Greenville.

Personally appeared before me W.W. Smith and made oath that he saw the within named J.W. Hill and J.B. Benson sign, seal and as their act and deed deliver the within contract for the uses and purposes therein mentioned, and that he with Jno. N. Wrenn witnessed the execution thereof.

Sworn to before me this 3rd,

day of Mch. 1920.

w.w. Smith

T.M. Bennett (L.S.) OFA

Notary Public for South Carolina.

Recorded March 4th, 1920.

State of South Carolina,

County of Anderson.

Whereas on or about February 21st, 1899, James W. Poore, late of the County of Anderson, State of South Carolina, died, seized in fee simple of the real estate hereafter described and conveyed, as well as of other valuable real estate, leaving as his only heirs at law his widow, Corrie P. Poore, his sons James E. Poore and Herman M. Poore, and his daughters, LeiLa A. Williams, Rosa P. Bowen and Mamie P. Gambrell, all of whom are sui juris;

And, whereas, thereafter the said James E. Poore by deed dated Movember 20th, 1913, recorded in the Clerk of court's office for Anderson County, South Carolina, in deed book WWW (4W), at page six hundred and forty-five (645), conveyed unto Pearl Paysur Poore, all his right, title and interest in and to certain real estate in the counties of Anderson and Greenville, State of South-Carolina, including the real-estate hereinafter described and conveyed which conveyance was recently confirmed;

And whereas, the aforesaid Corrie P. Poore, Herman M. Poore, Leila A. Williams, Rosa P. Bowen, Mamie P. Gambrell and Pearl Payseur Poore, are now the sole owners in fee simple of the real estate hereinafter described and conveyed and have sold same unto W.R. Haynie, of the County of Anderson, State of South Carolina;

Now, therefore, know all men by these presents, that we, the said Corrie P. Poore, Herman M. Poore, Leile A. Williams, Rosa P. Bowen, Mamie P. Gambrell and Pearl Payseur Poore for and in consideration of the sum of Eighteen hundred dollars (\$1800.00) to us in hand paid at and before the sealing of these presents by W.R. Haynie, of the County of Anderson, and in the State aforesaid (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 W.R. Haynie, his heirs and assigns forever.

All that certain piece, parcel or lot of land situate, lying and being in Dunklin Township, County of Greenville, State of South Carolina, containing thirty-five (35) acres, more or less, adjoining lands nor or formerly owned by John E. Smith, Robert Epps, Belton Power Company and the Saluda River; the tract of land hereby conveyed having been formerly owned by the said J.W. Poore, deceased and of which he died seized and possessed as aforesaid.

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 W.R.-Haynie, his heirs and assigns forever.

And we do hereby bind ourselves, our heirs, executors and administrators to warrant and forever defend all and wingular, the said premises unto the said / \*\*\*/\*/\*\*\*\*/\*\*\*/\*\* W.R. Haynie, his heirs and assigns, against us and our heirs, executors, administrators, and against all other persons whomsoever lawfully claiming or to claim the same, or any part thereof.

Witness our hands and seals this 27, day of January in the year of our Lord one thousand, nine hundred and twenty and in the one hundred and forty-fourth year of the Sovereignty and Independence of the United States of America.