

(Deed \$1.25)

State of South Carolina,

County of Greenville.

Whereas, Mary E. Cox et al., sole heirs at law of St. John Cox, deceased, conveyed to W.L.-Gassaway, Trustee, a certain lot of land situate on Birnie Street on a line of railroad connecting Southern Railway with Columbia & Greenville Railway Company, in the Fifth Ward of the City of Greenville, in said County and State, by deed bearing date April 17th, A.D. 1906, and recorded in the office of Register of Mesne Conveyances for said State and County on the 7th day of May, 1906, in Book "SSS" of Deeds, at page 230;

And, Whereas, the said deed failed to name the cestuis que trustent for whom the said W.L.-Gassaway was trustee and failed to state the terms of the trusts and limitations upon which the said land should be held by said trustee, and failed to grant to said trustee any power to sell and convey said land;

And, Whereas, it is a fact that the said land was purchased by the said W.L. Gassaway as trustee for himself, James I. West and Warren T. Pittman; the intention, understanding and agreement between the three joint owners being that the said W.L. Gassaway, as trustee, should sell and convey said land in parcels and should pay to the other joint owners their respective proportions of the proceeds of such sales;

And, Whereas, by mutual agreement among the three said owners a portion of said tract of land was conveyed by the said W.L. Gassaway to the said Warren T. Pittman in full payment for the said Warren T. Pittman's undivided interest in the whole of said tract; said deed bearing date the 31st day of December, A.D. 1906, and being recorded in said office in Book "ZZZ" of Deeds, at page 138;

And, Whereas, the said James I. West subsequently sold to the said W.L. Gassaway his undivided interest in said property in exchange for other property, but failed to execute any deed of conveyance to the said W.L. Gassaway for said undivided interest;

And, Whereas, the said W.L. Gassaway, trustee, executed a deed to himself individually, bearing date the 4th day of December, A.D. 1909, recorded in said office on the sixth day of December, 1909, in Book number 5 of Deeds, at page No. 181, conveying to himself all of the remainder of said tract of land not previously conveyed to the said Warren T. Pittman;

And, Whereas, the said W.L. Gassaway executed to F.W. Stokes a deed bearing date the 18th, day of March, A.D. 1910, and recorded in said office in Book number 8 of Deeds, at page 62, conveying lots number 1, 2 and 3 of said land; and the said F.W. Stokes conveyed said lots to T.C. Gower and W.C. Cothran by deed dated the 28th, day of April, A.D. 1910, and recorded in said office in Book number 8 of Deeds, at page 215; and the said W.C. Cothran conveyed his undivided one-half ($\frac{1}{2}$) interest in said land to W.D. Parrish by deed bearing date the 29th, day of August, A.D. 1911, recorded in book 13 of Deeds, at page 464;

And, Whereas, the said W.L. Gassaway conveyed lot number 4 of said lands to W.G. Harris by deed dated October 14th, A.D. 1910, and recorded in said office in Book number 6 of deeds, at page 236; and the said W.G. Harris conveyed said lot to Andy Elijah by deed bearing date the 18th day of October 1910, and recorded in said office in Book number 9 of Deeds, at page 130; and the said Andy Elijah conveyed said lot to Greenville Trust Company by deed bearing date the 14th day of March, 1911, and recorded in said office in Book number 5, of Deeds, at page 793; and the said Greenville Trust Company conveyed said lot to Leonard Stancell by deed bearing date the 13th day of March, A.D. 1911, and recorded in said office in Book number 11 of Deeds, at page 211; and the said Leonard Stancell executed a mortgage covering said lot of land which mortgage was -

(over)