

State of South Carolina  
County of Anderson.

I, Mrs. Emma M. Hill, widow of the late Rufus S. Hill, of the City of Anderson, do make this my last will and testament.

1st. I will and direct that my debts which will be few and my funeral expenses of my last illness be paid by my Executor and that a suitable marble with proper inscription shall mark my last resting place,

2nd. I will to my friend James R. Vandiver, as Trustee for my three daughters, Eunice Hill Waller, Lois Hill and Martha Hill, Thirty Thousand Dollars par value of Bank Stocks and cotton mill stocks, being ten thousand dollars for value for each of my said daughters.

1 To wit: Four thousand dollars Farmers & Merchants Bank and One Thousand dollars in Farmers Loan and Trust Company and Five Thousand dollars in Gluck Mills for my daughter Eunice Hill Waller in trust as hereinafter declared

2 The like sum or four thousand dollars in Farmers & Merchants Bank, one Thousand Dollars Loan & Trust Company, and Five thousand dollars in Gluck Mill Stock for my daughter Lois Hill in trust as hereinafter declared.

3 The like sum of Four Thousand dollars in Farmer & Merchants Bank, One Thousand Dollars in Farmers Loan & Trust Co., and Five thousand Dollars in Gluck Mill stock, all of which now stand in the name of my husband, the late R.S. Hill, dec'd., to be transferred on the Books of the Banks & Cotton Mill & Trust Co., to said Trustee, to be held in trust as hereinafter set forth, said stocks all belonging to me under the will of my said husband, and to be divided equally as above in trust for my said three daughters to be transferred to said James R. Vandiver as Trustee, and held by him and disposed of the income as follows, to wit: In trust for the sole and separate use of my said daughters for and during their respective natural lives, to pay to them respectively the dividends of their respective shares into their own hands as said dividends are declared, so long as they respectively live, and at their deaths, in trust for their respective children who shall live to attain the age of twenty-one years or marriage and should one or more of my said daughters die leaving no issue, or leaving a child or children who shall not live to attain the age of twenty-one years or marriage, then the share or shares of one or more so dying shall go to the trust estate of the survivors or survivors, & all in trust to the last survivor or survivors in default or issue to attain the age of twenty-one years or marriage, and shall include all unpaid dividends which shall constitute part of said corpus.

And should all of my daughters die leaving no child or children to attain the age of twenty one years or marry, then in trust for the said trustee to transfer the same to my brother Peyton S. McMullen if living, or to his heirs, if dead.

The expenses incident to these trusts to be paid out of my estate so that the shares shall remain full.

In case of the death of said Trustee before fully executing said trust, I appoint The Farmers Loan & Trust Co. (of Anderson) as Trustee with all the right, power and incidents as attach to said James R. Vandiver as trustee herein.

And should said stocks depreciate in value the trustee with the written consent of said daughters or either of them as to her part, the said trustee in his discretion is authorized to sell the said trust stocks and reinvest in good interest bearing securities or lend it on mortgages of real estate.

I will and direct that my household & Kitchen Furniture and other property connected with the use of our home be divided at appraisement among my said daughters or sold at private sale as they may prefer.

All that rest of my estate I will and devise to my said daughters equally and share alike, with power for my executor to sell both my real and personal estate, execute all necessary titles to real estate and divide the proceeds among them. The child or children of any deceased daughter to take the parents' share.

As my two youngest daughters, Lois and Martha have not fully completed their education, I direct that two thousand dollars be paid for Martha and One Thousand Dollars for Lois, to be applied towards finishing their education to make them equal with their sister Mrs. Eunice Waller in their education so as to equalize them in this respect.

I nominate constitute and appoint the said James R. Vandiver, Executor of this day my last will and testament to carry out the provisions hereinbefore set forth.

In the payment of the expenses of the trust estate, these expenses apply to expenses until the division of the stocks are made, after that the income will bear the expense.

Witness my hand & Seal March 28th, 1906.

Signed, sealed declared and published as the last will and testament of Mrs. Emma M. Hill, by her in our presence and in the presence of each other.

J. Irvine Brownlee

Louis Gray.

Joseph N. Brown.

State of South Carolina,  
County of Anderson.

I, W.P. Nicholson, Probate Judge for Anderson County, hereby certify that the foregoing is a true and correct copy of the last will and testament of Mrs. Emma M. Hill on file in my office

W. P. Nicholson, (SEAL)

Probate Judge,

Anderson County.

Recorded September 23, 1916.

STATE OF SOUTH CAROLINA  
GREENVILLE COUNTY.

Agreement made September 28th, 1916, between J. D. Bridges and W.R. Forest, of the first part, hereinafter designated as "Grantors", and W.K.M. Gilkey and Floyd Gardner of Marion, North Carolina, of the second part, hereinafter designated, as "Grantees", Witnesseth.

That for the consideration hereinafter mentioned the Grantors have agreed to sell and the Grantees have agreed to purchase from the Grantors a tract of land containing fourteen hundred and eighteen acres in Cleveland Township, Greenville County, South Carolina, being the same conveyed to the Grantors by W.C. Hagood and others March 11, 1916, deed recorded in Book \_\_\_\_\_, page \_\_\_\_\_, office of Register of Mesne Conveyance for Greenville County.

The Grantees are to pay for said tract of land \$10,000, in the following manner.

\$1,000. cash.

\$2,000 in 60 days.

\$2,000 in one year.

Assume a mortgage for \$5,000 now on the premises.

The credit payment of \$2,000 due in one year is to be secured by a mortgage of the premises junior to the outstanding mortgage, or by collateral satisfactory to the Grantors, and payment is to be evidenced by a note bearing interest at eight per cent from December 1st, 1916, until paid. The Grantees may anticipate payment of this note at any time.

If a junior mortgage is given to secure this note the Grantee shall not cut or remove any timber from the land until the note is paid.

The note which the Grantees assume and agree to pay, above specified, was executed by the Grantors April 10th, 1916, to W.C. Hagood, T. G. Hagood, S.A. Hagood, Eva Andrea and J. B. Hagood, and it is understood that the Grantors shall pay interest on this note up to December 1st, 1916.

On December 1st, 1916, upon payment of the \$2,000 as above specified, the Grantors will make and deliver to the Grantees a good deed to said premises, in fee simple, with covenants of general warranty, with dowers of the wives of the Grantors properly relinquished, and free of all liens except the \$5,000 mortgage above referred to, with all taxes paid up to December 31st, 1916.

The above tract of land is the same exhibited to the Grantee on September 23rd, 1916, and stated to contain fourteen hundred and eighteen acres. The parties have agreed that the acreage in tract shall be computed by a competent engineer to be agreed upon by them. In the event there should be less than fourteen hundred and eighteen acres of land in the tract, then any deficiency shall be accounted for at the price of \$7.05 per acre, that is to say the Grantee shall receive credit on the purchase price at this rate for any such deficiency.

In witness whereof the parties have hereunto set their hands and seals this the day and year first above written in Duplicate.

In presence of:

Anna M. Beaty

Wm. G. Surrine

J. D. Bridges (SEAL)

W. R. Forest (SEAL)

W. K. M. Gilkey (SEAL)

Floyd Gardner (SEAL)

By W. K. M. Gilkey

STATE OF SOUTH CAROLINA  
GREENVILLE COUNTY.

Personally appeared Anna M. Beaty, who, being duly sworn, says she saw the within named J.D. Bridges, W.R. Forest, W.K.M. Gilkey and Floyd Gardner by W. K. M. Gilkey sign, seal and deliver the foregoing agreement and she with Wm. G. Surrine witnessed the execution thereof.

Sworn to before me this 28th day of September, 1916.

Augustus G. Hart. (SEAL),  
Notary Public for S.C.

Anna M. Beaty.

Recorded September 29, 1916.