

THE STATE OF SOUTH CAROLINA,

COUNTY OF GREENVILLE.

KNOW ALL MEN BY THESE PRESENTS, That I, E.G. Mallard, Sr., of the County of Greenville

In the State aforesaid,
in consideration of the sum of
One (\$1.00) DOLLARS,
and other valuable consideration

to me
In hand paid
at and before the sealing of these presents by E.A. Morgan, as Trustee

(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

E.A. Morgan, as Trustee: All that lot of land situate in the City of Greenville, County and State aforesaid, known as Lot No. 58, Block A, of Cagle Park, as shown on plat recorded in the R.M.C. Office for Greenville County, in Plat Book C, at page 238, and having the following metes and bounds, to-wit: Beginning at an iron pin on Tindal Avenue, corner common to Wilkins Cagle and Cagle Park Company; thence with Wilkins Cagle line N. 3-58 E. 199.3 feet to iron pin on McKay Street; thence with McKay Street S. 89-15 W. 73 feet to iron pin, corner of lot No. 66; thence with line of lot No. 65, S. 0-14 W. 199 feet to iron pin on Tindal Avenue; thence with Tindal Avenue, N. 89-07 E. 60 feet to the beginning corner. Being the same lot of land conveyed to me by B.C. Wright, by deed dated November 13th, 1919, and recorded in the R.M.C. Office for Greenville County, in Deed Book 58, at page 37. Subject, However, to a sewer easement extending from Tindal Avenue to McKay Street, and subject to the restrictions set forth in the deed, from B.C. Wright to me, above mentioned. 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 B.A. Morgan, as Trustee, his successors and Assigns forever. In trust to hold and rent the same to collect and receive the rents therefrom, without liability to account for any sums not actually received by him, to sell and convey the same for such price and upon such terms as he may deem best, to collect the proceeds of sale, to receive, hold and collect notes and mortgages securing any deferred portions of the selling price, to pay taxes, assessments, expenses of upkeep, maintenance and sale, and to pay one-third of the net proceeds, after payment of costs and expenses to my wife, Charlotte R. Mallard, and to apply the balance pro rate to the payment of interest and principal of the indebtedness secured by the following mortgages: (1) Mortgage given by E.G. Mallard, Sr., to W.D. Parrish, T.C. Gower and F.W. Symmes, to secure the sum of Twelve Thousand Five Hundred (12,500.00) Dollars, dated January 1st, 1920, and recorded in the R.M.C. Office for Greenville County, in Mortgage Book 88, at page 69 (the debt secured by said mortgage bears interest at eight per cent per annum pursuant to a subsequent agreement); (2) Mortgage given by E.G. Mallard, Sr., to the Peoples National Bank of Greenville, as Executor of the Estate of D.D. Davenport, to secure the sum of Five Thousand (\$5,000.00) Dollars, dated January 28th, 1919, and recorded in the R.M.C. Office for Greenville County, in Mortgage Book 46, at page 233 and (3) Mortgage given by E.G. Mallard, Sr., to The Woodside National Bank of Greenville, to secure the sum of Eight Thousand Six Hundred Ninety-Five (\$8,695.00) Dollars, dated December 11th, 1922, and recorded in the R.M.C. Office for Greenville County, in Mortgage Book 129, at page 132. Any balance not required for such purposes to be paid to me, and the purchaser to be under no obligation to see to the proper application of the proceeds of sale. (The principal of the mortgage numbered three above given to The Woodside National Bank has been reduced to Five Thousand (\$5,000.00) Dollars.) The said B.A. Morgan, as Trustee, shall have power to mortgage said premises or pledge the rents therefrom should it become necessary to do so to raise funds to pay taxes, insurance premiums, repairs or other costs or expenses incident to the execution of this trust.

For Instrument to be filed Dec. 20 1925 at Page 339.

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

AND I
myself and my
heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said
E.A. Morgan, as Trustee, his

heirs and assigns, against
myself and
my heirs, and against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my hand and seal, this 24th day of January
in the year of our Lord one thousand nine hundred and twenty-nine and in the one hundred
fifty-third year of the Sovereignty and Independence of the United States of America.

Signed, sealed and delivered in the presence of
Wm. P. Anderson E.G. Mallard, Sr. (L. S.)
A.H. Grant (L. S.)
(L. S.)
(L. S.)
(L. S.)

U. S. Stamps Cancelled, \$ _____ and _____ Cents.
0 S. C. Stamps Cancelled, \$ _____ and _____ Cents.

Florida
STATE OF SOUTH CAROLINA,
County of Greenville

PERSONALLY appeared before me Wm. P. Anderson
and made oath that he saw the within named E.G. Mallard, Sr.

sign, seal, and as his act and deed, deliver the within written Deed; and that he, with Wm. P. Anderson witnessed the execution thereof.

SWORN to before me, this 24 day of January A. D. 1929
A.H. Grant
Notary Public for State of Florida at Large.
My Commission Expires Aug. 9, 1931.

Florida
STATE OF SOUTH CAROLINA,
County of Greenville
I, A.H. Grant do hereby certify

unto all whom it may concern, that Mrs. Charlotte R. Mallard
wife of the within named E.G. Mallard, Sr.
did this day appear before me, and, upon being privately and separately examined by me, did declare that she does freely voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named E.A. Morgan, as Trustee, his successors, heirs and assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all and singular the Premises within mentioned and released.

GIVEN under my hand and seal, this 24 day of January A. D. 1929
A.H. Grant Charlotte R. Mallard
Notary Public for State of Florida at Large.
My Commission Expires Aug. 9, 1931.
Recorded February 8th 1929, at 9:25 o'clock, A.M.

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