

ontory, on the seventh day of April in the year of our Lord one thousand eight hundred and seventy nine. I did then, openly and publicly, and according to the custom of auctions, sell and dispose of the said tract of land below described, unto William McKinney for One thousand six hundred Dollars: he being, at that price, the highest bidder for the same. Now, know all men, that I, the said Perry D. Sibley, Sheriff as aforesaid in consideration of the premises, and also in consideration of the sum of One thousand six hundred Dollars paid me by the said William McKinney the receipt whereof is hereby acknowledged, have granted, bargain- ed, sold and released, and by these presents do grant bargain sell and release unto the said William McKinney and his heirs and assigns, all that piece parcel or tract of land situate lying and being in the County of Greenville South Carolina, on the waters of Middle Saluda River, containing fourteen hundred and twenty nine acres granted to the said Leonard Eagle by his Excellency Governor Abston, on the seventeenth day of March 1857 and surveyed by John Le Roy D. S. December 29<sup>th</sup> 1856 (reference being had to the said grant and plat for a more full descrip- tion of said land including the McKinney tract) except so much thereof as was conveyed by the said David Davenport to G. D. Davenport, on the eleventh day of January 1873, which was one hundred and thirty acres. Together with all and singular the rights members hereditaments and appurtenances what- soever, to the said tract of land belonging or in anywise apper- taining, and the reversions and remainders, rents, issues and profits thereof, and also all the estate, right, title, interest, dower, possession, property, benefit, claim and demand whatso- ever, both at law and in equity, of the said David Davenport, and of all the parties to the said deed and of all other persons rightfully claiming or to claim the same, or any part thereof, by, from or under them, or either of them. To have and to hold the said parcel or tract of land with its hereditaments, privileges, and appurtenances unto the said William McKinney his heirs and assigns forever.

In witness whereof I, the said Perry D. Sibley, Sheriff as aforesaid, under and by virtue of the said Deed, have hereunto set my hand and seal, at Greenville this twenty seventh day of June in the year of our Lord one thousand eight hundred and seventy nine and in the one hundred and third year of the sovereignty and Independence of the United States of America.

Dealed and delivered  
 in presence of } Perry D. Sibley (P)  
 J. H. Taylor } S.C.  
 W. A. McDaniel }

The State of South Carolina }  
 Greenville County }  
 Personally before me J. H. Taylor  
 and made oath that he saw the  
 within named P. D. Sibley sign and seal as his

act and deed, deliver the within deed, and that he with W. A. McDaniel witnessed the execution thereof.  
 Given to before me this 28<sup>th</sup> day of June 1879  
 W. A. McDaniel  
 C. C. P. Not Pub. J. H. Taylor

Entered in auditors office  
 Recorded 28<sup>th</sup> June 1879

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 Gower & Symmes Trustees  
 D. Deed  
 H. G. Maxwell  
 The State of South Carolina  
 Whereas, on the eighteenth day of  
 May A.D. 1874 Emma M. Westfield  
 and Whitner Symmes, Plaintiffs

exhibited their complaint for Relief, &c. in the Court of Common Pleas, for the County of Greenville and State aforesaid, against Thomas M. Cox, Thomas Gower, William Birnie and others, Defendants, when in amongst other things it was alleged that one John Westfield now deceased on the day of A.D. 1873 sold and conveyed to the plaintiff Whitner Symmes and Thomas M. Cox and Thomas Gower, the Defendants, and to one James Reimien, also now deceased an undivided four (4-5) fifths interest in and to certain Real Estate, in and around the City of Greenville in the County and State aforesaid, and more particularly described in the deed of conveyance of that date, and on the 30<sup>th</sup> day of September A.D. 1873, the said John Westfield, agreed to sell to the firm of Cox, Birnie & Co. (which was composed of himself and other parties last above named) certain other lots, pieces or parcels of land in and near the said City of Greenville, and County and State aforesaid, and were particularly described in said agreement, and that the said parties who were inter- ested in the lands above mentioned, in order to facilitate the sale and transfer of said lands, had agreed to and amongst themselves, to convey all of the said lands in trust to two of their number to sell and divide the proceeds of sale amongst the parties, according to their respective interests, and prayed amongst other things that these matters might be inquired into, and if found advisable to carry out the said agreement in reference to a trust deed, that a suitable trust deed be reported, together with some suitable person or persons to act as trustee or trustees, and, whereas, upon the said cause being heard, on the 17<sup>th</sup> day of June A.D. 1874 it was referred to a special Referee to report on the various matters embraced in the pleadings in said cause, and upon the report of said special Referee coming in containing the various recommendations therein more fully set forth, it was on the 7<sup>th</sup> day of August A.D. 1874 amongst other things, ordered that Whitner Symmes and Thomas G. Gower, be appointed trustees, to whom William A. McDaniel Clerk of the said Court, should convey the said lands, to have and to hold the same, to, for and upon the purposes, uses and trusts, set out forth and declared in the deeds reported by the said