

TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA :
 : Contract and Family Settlement
 COUNTY OF GREENVILLE :

WHEREAS, T. G. Edwards, late of the County of Greenville and State of South Carolina, left his last will and testament, and after making certain legacies and other provisions in his will, created a residuary fund or general estate fund, and provided that in the final disposition of the remainder or residue of his estate that all of the same should go to his brothers and sisters, namely, C. A. Edwards, Roy Edwards, Everett H. Edwards, Elmer Edwards, Bryson Edwards, Mrs. Annie Owens, and Mrs. Beulah Waters, but he directed that this residue and remainder should go only to those surviving in person; and in the event of the death of any of them, his or share to go back to the general residue of his estate.

WHEREAS, the will of T. G. Edwards further provides that the share of Bryson Edwards shall be paid at the rate of Fifty Dollars (\$50.00) per month, in addition to any necessary doctor's bills, hospital bills, and medicine bills, and that in the event the said Bryson Edwards should die before he should have used up all his share, that the remainder thereof go into the general funds of the estate or the residuary thereof; and

WHEREAS, it is the desire of the contracting parties hereto, all being sui juris, to remove by mutual agreement the limitations contained in the will, that is - limiting the division of the residue to the surviving legatees in person only, and also the limitation as to the share of Bryson Edwards.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That we, C. A. Edwards, Roy Edwards, Everett H. Edwards, Elmer Edwards, Bryson Edwards, Mrs. Annie Owens, and Mrs. Beulah Waters, for valuable considerations unto each other moving, do hereby covenant and agree that the residue and remainder of the estate of T. G. Edwards, as will appear by reference to Item 6 contained in the will of T. G. Edwards, and as referred to in other sections of the will, as the general funds or remainder of his estate, be divided as directed in the said will, excepting that it is mutually agreed among us that in the event any one of us should not be living or surviving in person at the time the division is made, that the share of any one of us who should not be living should go to his or her estate or heirs at law, or to such persons as may be designated by the last Will and Testament of any one of us, and that the Executor or Executors of the Estate of T. G. Edwards are directed to pay over to said heirs at law or to the estate the share of any of us who shall not be surviving when the division is made.

It is further agreed among us that in case Bryson Edwards should not live to receive his share of the estate in full as directed by the will, that the remainder of his share shall be paid by the Executors of the Estate, to his wife or to such persons as he may designate by his Last Will and Testament.

To this Agreement, we bind ourselves, our respective Executors, Administrators, Heirs and Assigns.

WITNESS our hands and seal this the 26th day of March, A. D., 1947.

Signed, sealed and delivered
 in the Presence of:
E. A. Burch
Marion E. Lanford

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<u>C. A. Edwards</u>	(SEAL)
<u>Roy Edwards</u>	(SEAL)
<u>Everett H. Edwards</u>	(SEAL)
<u>Elmer Edwards</u>	(SEAL)
<u>Bryson Edwards</u>	(SEAL)
<u>Mrs. Annie Owens</u>	(SEAL)
<u>Mrs. Beulah Waters</u>	(SEAL)

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Personally came before me, E. M. Davis, and made oath that he was present and saw the within named ROY EDWARDS sign, seal, and as his act and deed, execute and deliver the within