

The City Council of Greenville.

Title to Real Estate.

to

Thomas J. Cureton.

THE STATE OF SOUTH CAROLINA.

KNOW ALL MEN BY THESE PRESENTS, That THE CITY COUNCIL OF GREENVILLE, in the State aforesaid, for and in consideration of the sum of Thirty Dollars, to it in hand paid, at and before the sealing of these presents, by Thomas J. Cureton (the receipt whereof is here by acknowledged), have granted, bargained, sold and released, and by these presents DO GRANT bargain, sell and release unto the said Thomas J. Cureton Lots No. 51 & 87 of SPRINGWOOD CEMETERY, having the following dimensions, to wit West 15 feet; East, 10 feet; North 33 feet and South 33 feet. for the right of burial and cemetery purposes, and to be used exclusively for the right and purpose aforesaid, and subject to the conditions of the Charter of said grantor, and all revisions thereof and amendments that may be made thereto, and also subject to the Ordinances of said City and the rules, regulations and by-laws of the City Council and Cemetery Trustees or Committee, now in force, or which may hereafter be passed, relating to said cemetery and the burial of the dead therein.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenance to 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 Thomas J. Cureton, his heirs and assigns forever; subject, however, to the limitations and conditions hereinbefore imposed.

And it does hereby bind itself and its successors in office to warrant and forever defend all and singular the said Premises unto the said Thomas J. Cureton Heirs and Assigns, against itself and its successors in office, lawfully claiming, or to claim the same, or any part thereof.

Witness the seal of said City Council of Greenville, this 14th. day of August A.D. 1894, in the year of our Lord one thousand, eight hundred and ninety-four and in the one hundred and 19th. year of the Sovereignty and Independence of the United States of America.

Given under the hands of the Mayor and Clerk this 14th. day of August 1894.

Signed, sealed and delivered Jas. T. Williams Mayor (SEAL).

In the presence of T. J. Bostick Clerk (SEAL).

R. H. Kennedy.

W. S. Agnew.

STATE OF SOUTH CAROLINA.

---County.

PERSONALLY appeared before me W. S. Agnew and made oath that he saw the within named Jas. T. Williams Mayor & T. J. Bostick Clerk sign, seal and as--act and deed, deliver the within written Deed; and that he with R. H. Kennedy witnessed the execution thereof.

SWORN TO before me, this 5 day of May A.D. 1904. W. S. Agnew.

W. B. McDaniel (SEAL).

Not. Pub.

Recorded May 6th. 1904.

B. M. McGee

Bond for Title.

to

Bessie Edens-

State of South Carolina.

County of Greenville.

KNOW ALL MEN BY THESE PRESENTS; That J. B. McGee of the County and State aforesaid am held and firmly bound unto Bessie Edens of the County and State aforesaid in the sum of Five Hundred and Twenty-Three (\$523.40) and 40/100 Dollars, good and lawful money of the United States, to be paid to the said Bessie Edens her Executors, Administrators and assigns, for which payment well and truly to be made I do hereby bind myself, my heirs, Executors and Administrators firmly by these presents.

Sealed with my seal and dated this 9th. day of January A.D. 1904.

WHEREAS the above bounden B. M. McGee has this day agreed to sell to the said Bessie Edens the following described tract of land in Greenville Township, County and State aforesaid, known as Freetown, near Cox Bridge road about three miles from Greenville City, being composed of two tracts or lots containing about three acres each, one tract known as Sewell lot and the other as Henry White's lot, bounded by lands of Prof. Harris, Goodlett and others, on condition that the said Bessie Edens shall and do truly pay the amount of Five Hundred and Twenty Three (\$523.40) and 40/100 Dollars in the manner and at the times hereafter described, that is to say: One Hundred (\$100.00) Dollars upon the delivery of this agreement, the receipt whereof is hereby acknowledged, and the balance in five equal payments as will be shown by Five promissory notes of even date herewith, in the sum of Eighty Four (\$84.68) and 68/100 Dollars each, with interest from date at the rate of 8 per cent. per annum, all interest not paid when due to be computed annually and to bear interest at same rate as principal until paid in full, the said five notes being due as follows: January 9th. 1905, 1906, 1907, 1908, and 1909, respectively.

Now, the condition of this obligation is such that if said Bessie Edens shall pay said notes at the times each note shall become due, then the said B. M. McGee, shall on the completion of said payments make, execute and deliver to the said Bessie Edens a good, sufficient and marketable title to the lots of land as hereinabove described, then and in that event this obligation is to be null and void, otherwise to remain in full force and effect. And it is agreed by and between the said parties that time is of the essence of this contract and that in the event of the non-payment of said notes or either of them or any part thereof promptly when due, then and in that event the said B. M. McGee is absolutely discharged both at Law and In Equity from any and all liability to make or execute said deed, and may treat the said Bessie Edens as a tenant holding over after the termination or contrary to the time of her lease, and the said B. M. McGee is hereby authorized to collect Sixty (\$60.00) Dollars from crops raised or produced by the said Bessie Edens, or by others for her, for the year in which default shall be made, or if he prefer to do so, enforce the payment of said notes.

Witness my hand and seal this 9th. day of January A.D. 1904.

Signed, sealed and delivered

B. M. McGee (SEAL).

in the presence of:

J. M. Charlotte.

O. K. Mauldin.

State of South Carolina.

County of Greenville.

Personally appeared before me Oscar K. Mauldin and made oath that he saw the within named B. M. McGee sign, seal and as his act and deed, deliver the within written deed, and that he with J. M. Charlotte witnessed the execution thereof.

SWORN TO before me this 11th. day of January A.D. 1904.

Oscar K. Mauldin.

Not. Pub.

Recorded May 6th. 1904.