

Will, whereby on the death of the said Ann Roddy, the said house and lot should belong to the Plaintiff herein absolutely, That the Plaintiff, after consulting with her husband, accepted the said proposition.

## 111.

That in pursuance of the foregoing agreement the said Ann Roddy requested the said Hampton P. Burbage to arrange for the purchase of a house costing between THREE THOUSAND (\$3,000.00) and THREE THOUSAND FIVE HUNDRED (\$3,500.00) DOLLARS that would be satisfactory to the Plaintiff herein. That after negotiations the said Hampton P. Burbage secured the lot hereinafter described at the price of THREE THOUSAND TWO HUNDRED and FIFTY (\$3,250.00) DOLLARS, and the said Ann Roddy paid said price and the lot was conveyed to her at that price by the Mountain City Land & Improvement Company, by Deed dated August 17th, 1907, which was duly recorded in R.M.C. Office for Greenville County in Book Y.Y.Y. at page 414.

## IV.

That on the purchase of the said lot and in pursuance of said agreement, the Plaintiff herein and her husband abandoned the home they were the living and moved into the house so purchased by the said Ann Roddy who was here at the time and moved with the Plaintiff and her husband to said home. That ever since the purchase of the said lot as aforesaid this plaintiff and her husband have continued to occupy the same as a home, and the Plaintiff has paid to the said Ann Roddy the Sum of Twenty (\$20.00) DOLLARS per month as agreed on, and the said Ann Roddy has during each year been an occupant of the said home with the Plaintiff and her husband for from two to four months without paying board, and has frequently been accompanied with other members of her family on such occasions; that during said period the Plaintiff herein, with the knowledge and consent of the said Ann Roddy made various improvements in said home, many of which were made at the expense of herself and her husband, and the Plaintiff herein has fully complied in all respects with the said agreement.

## V.

On August 2nd. 1915, the said Ann Roddy conveyed the said lot unto the Defendants herein by Deed dated on that day, and which is duly recorded in the R.M.C. Office for Greenville County in Book 32, page 243. That the said Deed was without valuable consideration and was made in fraud of the rights of the Plaintiff herein.

## VI.

That the Defendants, who are the son and daughter respectively, of the said Ann Roddy, and who frequently visited the Plaintiff in company with the said Ann Roddy in said home, had due notice of the said arrangement hereinbefore set forth, and that they induced or procured the said Ann Roddy, who was a quite old and feeble woman, to execute said conveyance intending thereby to defeat the right and claim of the Plaintiff.

## VII.

That the Plaintiff and her said husband did not learn of the execution of the said Deed until November 29th, 1915, only about THIRTY days before the death of the said Ann Roddy, and during all of said period the Plaintiff herein and her said husband were allowed to continue occupying the said home, without objection or notice on the part of the Defendants, and to continue the payment of the said TWENTY (\$20.00) DOLLARS per month, and during the said time the Defendants never claimed any title or interest in said house or lot.

## VIII.

That the said Ann Roddy died on December 24th, 1915; that the Plaintiff herein is entitled to have the said contract specifically enforced and to have the Defendants herein conveyed the said lot unto the Plaintiff. That the said lot is described as follows: That certain lot situate in the City of Greenville, State aforesaid, on the North side of Hampton Avenue, and represented by plat recorded in Plat Book A. at page 137, in R.M.C. Office for Greenville County, and having the following lines: Beginning at an oak post on the North side of Hampton Avenue 164 feet from Academy Street thence with said Hampton Avenue N. 48-50 E. 40 feet to an iron pin, corner of Reynold's lot; thence with line of said lot N. 32-30 E. 100 feet 6 inches to oak post on Latimer's lot; thence with line of that lot N. 31 E. 60 feet to oak post in corner of Whitmire's lot; thence with line of Whitmire's lot S. 50-30 E. 54 feet, 3 inches to oak post in corner of Mims' lot; thence with line of that lot S. 24-30 W. 61 feet to iron pin; thence continuing along Mims' line S 42 W. 99 feet, 6 inches to oak post, the beginning corner.

WHEREFORE, the Plaintiff prays that the said Deed made by Ann Roddy to the Defendants herein be declared fraudulent and void as against this Plaintiff and that the Defendants be required in pursuance of the said contract to convey the said lot unto the Plaintiff, and for such other relief as may be just in the premises, together with the costs of this action.

HAYNSWORTH & HAYNSWORTH  
Attorneys for Plaintiff.

January 21st. 1916.  
STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE.

Personally appeared before me AGNES RODDY BURBAGE, the Plaintiff herein, who being duly sworn says that the foregoing Complaint is true of her own knowledge, except as to the allegations contained in Paragraph VI., and as to those allegations she believes it to be true.  
Sworn to before me this 21st. day of January, 1916.

J. Frank Eppes (L.S.)  
Notary Public for South Carolina

AGNES RODDY BURBAGE.

See next page.