

State of South Carolina,  
County of Greenville.

Whereas by a written instrument dated November 14, 1924, and recorded in the office of the Register of Mesne Conveyances for said County and State in Deed Book 100, at page 349, Charles French Toms, Jr., agreed to convey to L.O. Patterson, by fee simple deed with covenant of general warranty, free of liens and encumbrances, that lot of land fronting one hundred (100) feet on east side of South Main Street, and running back one hundred (100) feet along the south side of Cauble Street, being comprised of lots numbered one (1) to five (5) inclusive, on R.E. Dalton's plat, recorded in said office in Plat Book "F", at page 222; and whereas, the legal title to said lot is not and never has been vested in the said Charles French Toms, Jr., but is vested in The Norwood National Bank of Greenville (a corporation chartered under the National banking laws of the United States of America, and having its principal place of business in the City of Greenville, in said County and State), by four deeds executed by the various heirs and devisees of Henry A. Cauble, deceased, all dated February 9, 1924, and recorded in said office on February 27, 1924, in Deed Book 99, at pages 42, 43 and 44 respectively, and Deed Book 102, at page 59.

Now, therefore, in order to avoid circuity of action, it is hereby agreed by and among the three parties first above mentioned:

- (1) That from and after the signing of these presents, the said Charles French Toms, Jr., has no right, title, interest, estate, claim or demand whatsoever, either at law or in equity, in or to said property, or any part thereof, and that he is not indebted to The Norwood National Bank of Greenville on account thereof.
- (2) That from and after the signing of these presents The Norwood National Bank of Greenville holds said property in trust for the benefit of L.O. Patterson and his heirs, executors, administrators and assigns, and will convey the same by fee simple deed, without covenant of warranty, as a whole or in such parcels and at such times and upon such terms as may be requested by said L.O. Patterson or his heirs, executors, administrators or assigns, upon payment of the whole or a pro-portionate part of the indebtedness now resting upon said property, to-wit: the sum of eight thousand dollars (not evidenced by any note) due six months after date, with interest thereon from this date at the rate of seven per cent. per annum, to be computed and paid semi-annually until paid in full; all interest not paid when due to bear interest at same rate as principal; and upon payment of certain other indebtedness evidenced by a note given to said bank by said L.O. Patterson; and upon payment of all sums which may be paid by said bank for taxes upon said property or for any other purpose in connection therewith; the payment of all such indebtedness to said bank being secured by the legal title to land, now vested in said bank as aforesaid.
- (3) That the said Charles French Toms, Jr., does hereby bind himself and his heirs, executors and administrators to warrant and forever defend all and singular the said premises unto the said L.O. Patterson and his heirs and assigns against himself (the said Charles French Toms, Jr.), and his heirs and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

(Over)