

State of South Carolina,
County of Greenville.

Agreement

Whereas, John D. Wood, late of the County and State aforesaid, died testate on or about the 4th day of April, 1935, leaving of force his last will and testament as will more fully appear by reference to Apartment 330, File 17, office of the Probate Judge for Greenville County, South Carolina; and

Whereas, under the terms of item five of said last will and testament, John D. Wood, deceased, gave, bequeathed and devised to his wife, Pearl Haynes Wood, during her natural life, his home on Emma Street, Greer, South Carolina, which piece, or property is hereinafter described, and after the death of his wife, Pearl Haynes Wood, willed and directed that said piece of property be sold at public sale and the proceeds divided equally among his children the undersigned Mae Wood Robison, Helen Wood Hendrix and Richard Haynes Wood, or their bodily heirs, share and share alike; and

Whereas, the said Pearl Haynes Wood, life tenant; and Mae Wood Robison, Helen Wood Hendrix and Richard Haynes Wood, beneficiaries of the proceeds derived from the sale of said property after the death of said life tenant, deem it to the best interest of all parties who are beneficiaries under the terms of item five of said will, not to have said property sold at public sale after the death of said Pearl Haynes Wood but to permit her to purchase from the executors said real estate covered by said item of said will at the valuation placed thereon by the appraisers appointed by the Probate Court which valuation is agreed upon by all parties, and to thereby have a full and complete division among those interested in the real estate hereinafter described and included in item five of said will; now, therefore,

Know all men by these presents; that we, Pearl Haynes Wood, Mae Wood Robison, Helen Wood Hendrix and Richard Haynes Wood, heirs of John D. Wood, deceased, and sole beneficiaries under the terms of item five of his will of the real estate hereinafter described and of the proceeds derived from the sale thereof, do hereby covenant and agree;

1. That the executors of the will of John D. Wood, deceased, grant, bargain, sell and convey by fee simple deed with general warranty the real estate hereinafter described which is covered by item five of said will, to Pearl Haynes Wood at the agreed price of Four Thousand (\$4000.00) Dollars which is the value fixed by the appraisers on said property and that each of the undersigned, Mae Wood Robison, Helen Wood Hendrix and Richard Haynes Wood, shall receive one-third of the purchase price derived from the sale of said property.

The following is a description of the property to be deeded to Pearl Haynes Wood under the terms of this agreement:

All that certain piece, parcel or lot of land situate, lying and being in the Town of Greer, County of Greenville, State of South Carolina and having the following metes and bounds, to-wit: Beginning at an iron spike on Emma Street at the corner of property now owned by Edna G. Thompson, and running thence S. 19 W. 204 feet to a spike; thence N. 69½ W. 115 feet 9 inches to an iron spike; thence N. 19 E. 204 feet to a spike on Emma Street; thence S. 70½ E. 114 feet 4 inches to the beginning corner and containing .54 of an acre more or less, bounded on the north by Emma Street, on the east by property of Edna G. Thompson and on the west by property of the estate of J. B. Wenderhall, Sr., deceased, this being the same lot of land conveyed to John D. Wood by P. C. Poole by deed dated March 11, 1912 and recorded in the office of the Register of Mesne Conveyance for Greenville County in Deed Book 19, page 354.

II. Upon execution of the deed to Pearl Haynes Wood and payment by the Executors to the undersigned Mae Wood Robison, Helen Wood Hendrix and Richard Haynes Wood, of the sum of One Thousand Three Hundred Thirty-three and 33/100 (\$1,333.33) Dollars, representing one-third of the proceeds derived from the sale and transfer of said property, each one of said parties agrees to sign and deliver to the Executors of said estate a receipt for said amount which shall be charged against him or her in the final settlement of said estate.

III. It is further agreed that B. A. Bennett, T. Walter Glenn and Richard H. Wood, Executors of the estate of John D. Wood, deceased, shall receive the regular commissions upon the sale of the property hereinabove described the same as if said property had been sold at public sale and the money had been paid into their hands and distributed in the usual manner in accordance with the terms of item five of said will.

IV. It is further agreed that the above sale and distribution made at the request of the parties hereto shall be a full, complete and final settlement and division of the real estate hereinabove described and covered by item five of said will and the proceeds derived from the sale thereof; and that the Executors shall be forever discharged from all liability arising on account of the provisions of said item of said will, in relation to the property hereinabove described.

In witness whereof, we have hereunto set our hands and seals this 20th day of January, 1936.

Witnesses: A. F. Burgess:
E. C. Bailey, Jr.

Pearl Haynes Wood (SEAL)
Mae Wood Robison (SEAL)
Helen Wood Hendrix; (SEAL)
Richard Haynes Wood (SEAL)

(OVER)