

## TITLE TO REAL ESTATE

27820 PROVENCE-JARRARD CO.-GREENVILLE

State of South Carolina,  
County of Greenville.

This Indenture made this 25th day of November, 1937, between W. D. Hodges, Eva H. Ambler, H. Glover Hodges and Halle Hodges, the surviving children of J. F. Hodges, deceased.

W I T N E S S E T H.

Whereas, J. F. Hodges, late of the County and State aforesaid, died on the 30th day of July, 1917, leaving in full force and effect his last will and testament, dated the 17th day of February, 1917, and a codicil thereto, dated the 11th day of July, 1917, which were admitted to probate in common form by the Judge of the Court of Probate for Greenville County, S. C. on the 3rd day of August, 1917, and in and by the terms of said will, the said testator constituted and appointed W. D. Hodges and Oscar Hodges as Executors and Trustees thereof, and they duly qualified, and they acted as such executors and trustees until they were legally discharged and that on the 28th day of December, 1932, The First National Bank of Greenville, S. C. was substituted in the place and stead of the said W. D. Hodges and Oscar Hodges by order of his Honor, Judge G. Dewey Oxner, Circuit Judge in the case of W. D. and Oscar Hodges, Plaintiffs vs. E. J. Hodges, et al, Defendants, as will more fully appear by reference to Judgment Roll E-3433 filed in the office of the Clerk of Court for Greenville County, and said Bank as substituted Trustee is still acting as such Trustee under the terms and provisions of said will and the order of its appointment; and

WHEREAS, by Item III of said will the testator devised his "Main Street property situate in the City of Greenville" unto his said Trustees to hold the same for the sole use and benefit of his wife, E. J. Hodges, and his five children, to-wit: W. D. Hodges, Eva H. Ambler, H. Glover Hodges, Fred Hodges and Halle Hodges, directing that the said Trustees should have the exclusive control and management of said property and that the rents, after paying taxes, repairs, etc., and the repairs on his homeplace during the lifetime of his wife, should be divided monthly among said parties paying to his wife Twenty-five (\$25.00) Dollars per month, and more if necessary during her life, and the remainder to be divided among his said children, share and share alike, the lawful issue of a deceased child to receive the parent's share; and providing further that on the death of his wife and after the expiration of twelve years from testator's death, the Trustees should be authorized to sell all or any part of said Main Street property and divide the proceeds among his said five children, but that should either die leaving issue, such issue should receive the parents' share, but if there should be no issue "then such share is to be divided equally among my children then surviving share and share alike;" and

Whereas, Fred Hodges died intestate on the 13th day of April, 1932, leaving no lawful issue, and thereupon his one-fifth interest in the rents, the proceeds of sale and in the title to said property, under the terms of said will, passed to and vested in his surviving brothers and sisters, to-wit, W. D. Hodges, Eva H. Ambler, H. Glover Hodges, and Halle Hodges; and

WHEREAS, Mrs. E. J. Hodges, the widow, died on June 15th, 1937, and more than twelve years have elapsed since the death of the said J. F. Hodges, and whereas under the terms of said will the power to sell said property and divide the proceeds of sale now vests in the Trustees, the proceeds of sale being divisible among the said surviving children, but it is desired that the sale of said property be postponed, but at the same time any risk that the provision of the will might be interpreted so as to give to each of said children of J. F. Hodges a contingent interest in the share of the others upon his or her death without issue should be eliminated and set at rest, the parties hereto have entered into an agreement whereby the sale of the said Main Street property shall be postponed as hereinafter indicated, and whereby any contingent claim of each and every of said parties in the share of the others should be released and conveyed so that each of said parties shall hold his or her share, which now amounts to one fourth of the whole whether the same applies to rents, proceeds of sale, or the title to the property itself; the intent and purpose being to remove and release from the share of each of the said legatees or devisees any contingent claim, right or title which the others may have or derive therein under the contingencies set forth in said will.

Now, therefore, in order to accomplish said purpose and in consideration of the mutual assignment and transfers herein set forth and of the sum of Five (\$5.00) Dollars each to the other paid, the receipt whereof is hereby acknowledged.

(1) We, W. D. Hodges, Eva H. Ambler and H. Glover Hodges, in consideration of the premises and of the sum of Five (\$5.00) Dollars to us in hand paid, do hereby transfer, assign, convey and release unto Halle Hodges, his heirs, executors, administrators and assigns all right, claim and title which we have or may hereafter acquire or derive under the terms of the will of the said J. F. Hodges, deceased, to and in his one fourth share in the rents, profits, use and title whether at law or in equity, from, to and in the said real estate, and we bind ourselves, our heirs, executors and administrators to make no claim to any part of the said one-fourth interest of the said Halle Hodges.