

STATE OF SOUTH CAROLINA)
 COUNTY OF GREENVILLE)

Whereas Susan C. Mills, late of the County and State aforesaid died on July 4, 1936 leaving of force her last Will and Testament dated October 8, 1927 and two codicils thereto, one dated June 29, 1928 and the other May 1, 1934, which were thereafter admitted to Probate in common form by the Judge of the Court of Probate for Greenville County, South Carolina and the testatrix appointed as executors of her said will, Otis P. Mills and Henry J. Winn and they duly qualified and entered upon the discharge of their duties and are still acting in said capacity; and

Whereas in and by the terms of said will said testatrix devised the real estate hereinafter mentioned and described, to her son, Otis P. Mills, provided, however, that in the distribution of her estate the said Otis P. Mills should account for the sum of Ten Thousand (\$10,000.00) dollars to the other devisees named in said will, he to take no share therein; and

Whereas the said Otis P. Mills was indebted to the estate of the said Susan C. Mills at the time of her death in excess of the sum of One Hundred Thousand (\$100,000.00) dollars and in consequence thereof he released and relinquished all of his right, title and interest in the distribution of said estate to the other legatees and devisees therein mentioned and he has been unable by mortgage or otherwise to raise the \$10,000.00 which he was to pay to the other devisees named in said will, for the real estate specifically devised to him; and

Whereas he, the said Otis P. Mills has acknowledged that he is still due the other devisees named in said will said sum of \$10,000.00 and he has agreed to convey all of said real estate to the executors of said will so that they may sell said real estate at public auction and out of the proceeds of said sale pay said sum of \$10,000.00 as provided in said will.

Now, Therefore, Know All Men By These Presents, That I the said Otis P. Mills in the State aforesaid in consideration of all the foregoing recitals and the sum of One Dollar to me in hand paid by Otis P. Mills and Henry J. Winn as Executors of the Will of Susan C. Mills in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said Otis P. Mills and Henry J. Winn as Executors of the Will of Susan C. Mills.

All that certain tract of land at Cedar Mountain in the County and State aforesaid and more particularly described as per survey made by R. E. Dalton, May 1927-

Commencing at a stone on the line of North and South Carolina, said stone being common corner of the Bradford tract and Bishop Tract No. 1 as shown on plat of O. P. Mills; thence along the State line between North and South Carolina as follows: S. 26-52 W. 63.4 feet to a stake; S. 1-13 W. 157 feet to a stake; S. 4-13 E. 500 feet to a stake; S. 34-40 W. 200 feet to a stake; S. 7-20 W. 100 feet to a stake; S. 3-10 E. 150 feet to a stake; S. 20-10 W. 200 feet to a stake; S. 56-16 W. 118 feet to a stake; S. 75-05 W. 86 feet to an iron pipe on said state line. Thence along property of grantor S. 56-30 E. 1488 feet to an iron pipe on the bank of Geer Highway; thence the same direction S. 56-30 W. 32 feet to a point in center of Highway, said point being N. 4-40 E. 131.5 feet from a stake corner of Chas. Gower property; thence along the Geer Highway as follows: N. 2-37 E. 356.7 feet to a point; N. 14-48 W. 200 feet to a point; N. 30-38 E. 300 feet to a point; N. 18-13 E. 355 feet to a point; N. 54-33 E. 275 feet to a point; N. 77-0 E. 218.2 feet to a point; N. 24-26 E. 200 feet to a point; N. 22-50 W. 358 feet to a stake in center of Geer Highway and a proposed road 50 feet wide; thence along center of proposed road as follows: S. 61-25 W. 297 feet to a stake; N. 84-40 W. 96.2 feet to a stake; N. 50-0 W. 200 feet to a stake; N. 48-56 W. 100 feet to a stake; N. 54-22 W. 200 feet to a stake; N. 56-25 W. 51.3 feet to a cedar stake; thence N. 61-35 E. 451.5 feet to a Locust post on state line; thence along the state line with the meanders of same approximately 2979 feet to a stone at the point of beginning. Same containing 77.00 acres, more or less, and being a part of the Bradford Tract and Bishop Tract No. 1 as shown on plat.

Also, all that certain lot of land upon which my present dwelling house is situated partly within the corporate limits of the City of Greenville on Mills Avenue and having the following metes and bounds:

Beginning at a corner on Mills Avenue joint corners of lots 2 and 3 of Block D. of the Mills property and running thence with the joint line of said lots, S. 24-28 E. 250.5 feet to an iron pin in rear line of Lot No. 5; thence with the rear lines of lots 5, 6 and 7, N. 45-27 E. 247.4 feet to an iron pin on line of Lot No. 1; thence with the joint lines of Lots 1 and 2, N. 22-11 W. 214.2 feet to an iron pin on Mills Avenue; thence with Mills Avenue S. 53-57 W. 245 feet to the beginning corner. And being designated as Lot No. 2 of Block D as shown on plat of the Mills property.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Otis P. Mills and Henry J. Winn as Executors of the Estate of Susan C. Mills, their Successors and Assigns forever. In trust nevertheless for the following uses and purposes to-wit: To advertise in some newspaper, published in the City of Greenville once a week for three consecutive weeks and sell said real estate at public auction to the highest bidder in or in front of the Court House at Greenville, S. C. on sales day in April 1938, or upon some convenient sales day thereafter, terms of sale cash, the purchaser to pay for papers and stamps. In case, however, the purchaser or purchasers at said sale or sales should fail to comply with the terms of said sale or sales then the said executors shall re-advertise and re-sell on some subsequent sales day thereafter, both pieces of said real estate on the same terms aforesaid and continue to do so until a purchaser or purchasers do comply with the terms of said sale. That said Executors shall execute and deliver to the purchaser or purchasers thereof a good and sufficient deed or deeds for said real estate; and that out of the proceeds of said sale the executors, after the payment of any costs or expense of said sale, they do pay to Jane G. Hammond the sum of \$3333.33; to Anne M. Moore the sum of \$3333.33; to Mary Ella Mills the sum of \$666.66; to the estate of Arthur L. Mills the sum of \$888.89 and to Henry J. Winn as Trustee for Roger Moore Mills and Mary Moore Mills the sum of \$888.89 each, any surplus proceeds of sale shall be paid by the executors to me or my executors, administrators or assigns. In case, however, both pieces of said real estate should not bring the sum of \$10,000.00 and costs or expenses of the sale, then in such case the executors are to pay one third each to Annie M. Moore and Jane G. Hammond, and the remaining one-third to Mary Ella Mills and the Estate of