COUNTY OF GREENVILLE.

STATE OF SOUTH CAROLINA,

TO ALL WHOM THESE PRESENTS MAY CONCERN, WE, Charles McKay McGee and Alpha McGee Jordan, Executors of the last will of Henry P. McGee, deceased, send greetings.

Whereas, Henry P. McGee, late of the County and State aforesaid, did on June 1, 1925, execute to Greenville Woman's College his certain promissory note in the sum of Thirty-six Thousand (\$36,000.00) Dollars, and in order to secure the same did on June 1, 1925, execute his mortgage upon the lots or parcels of land hereinafter described, being numbers 1 to 6 inclusive, which mortgage is recorded in the R. M. C. Office for Greenville County in Volume 225 at page 21, and

Whereas, the said Henry P. McGee in order to further secure the payment of said note and mortgage did on June 2, 1929, execute his promissory note to Greenville Woman's College in the sum of Sixteen Thousand (\$16,000.00) Dollars secured by his mortgage of even date to said Greenville Woman's College covering the lot last described herein, said mortgage being recorded in the R. M. C. Office for Greenville County in Volume 216 at page 93, and

Whereas, said notes and mortgages were duly transferred and assigned by Greenville Woman's College to Furman University in connection with the merger of those two institutions, and

Whereas, the said Henry P. McGee did depart this life on November 19, 1938, leaving of force his last will and testament which was duly admitted to probate in the Probate Court in the County and State aforesaid on December 16, 1938, whereby he appointed as Executors of said will his son, Charles McKay McGee, and his daughter, Alpha McGee Jordan, both of whom qualified, and vesting in them power to sell and convey any and all lands either at public or private sale, and

Whereas, Henry P. McGee in his lifetime agreed to execute to Furman University a deed of conveyance of the mortgaged premises but died before the completion of said transfer of title, and

Whereas, in a suit in the Court of Common Pleas for said County wherein Furman University was plaintiff and said Executors were defendants, it was adjudged that there is now due upon said mortgage indebtedness the sum of Thirty-two Thousand Eight Hundred Twenty-one and 91/100 (\$32,821.91) Dollars with interest from June 30, 1939, less a credit of Twelve Hundred Seventy-eight and 66/100 (\$1278.66) Dollars, and that this is considerably in excess of the value of the mortgaged premises and that it is in the interest of the estate of the said Henry P. McGee that the mortgaged premises should be conveyed to Furman University in satisfaction of the mortgage debt, in which finding these Executors concur,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That, we, Charles McKay McGee and Alpha McGee Jordan, Executors of the last will of Henry P. McGee, in consideration of the premises above recited and of the sum of Three (\$5.00) Dollars to us in hand paid at and before the sealing of these presents by Furman University (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 Furman University:

- (1) All that certain piece, parcel or lot of land situate, lying and being in the City of Greenville, at the end of O'Neal Street, in the County of Greenville and State of South Carolina, containing 1.22 acres, more or less, being the same lot conveyed to me by W. D. Workman by deed recorded in the R. M. C. Office in Vol. 102, page 5.
- (2) All that certain piece, parcel or lot of land in Greenville County, State of South Carolina, in Ward One of the City of Greenville, on the North Side of Washington Street, being the same lot conveyed to me by J. E. Robbins by deed recorded in the R. M. C. Office in Vol. 89, at page 53.
- (3) All that certain piece, parcel or tract of land situate, lying and being in the County of Greenville, State of South Carolina, about three miles West of Greenville Court House, being a portion of the Sunny Slope Sub-Division, as shown on a plat of said Sub-division made by R. E. Dalton in May 1919, and being the same land conveyed to me by E. Inman, Master by deed recorded in the R. M. C. Office in Book H, page 373. (54.3/4)
- (4) All that piece, parcel or lot of land in Greenville Township, County of Greenville State of South Carolina, on the West side of Hammond Street, in the City of Greenville, known and designated as Lot No. 149 as shown by plat recorded in Deed Book "ZZ", at page 482, and being the same lot conveyed to me by Louis Thomas by deed recorded in the R. M. C. Office in Book 97, of Deeds, page 142.
- (4) All that lot of land situate on the West side of Augusta Street in the City of Greenville, County of Greenville, South Carolina, and being the same lot conveyed to me by J. D. Bowen by deed recorded in the R. M. C. Office in Vol. 98, page 394.
- (6) All that tract or lot of land in Chick Springs Township, Greenville County, State of South Carolina, near the City of Greenville, containing 17.93 acres, more or less, and being the same parcel of land conveyed to me by Hattie B. Stover by deed recorded in the R. M. C. Office in Vol. 73, page 552.