

TITLE TO REAL ESTATE

The State of South Carolina,  
COUNTY OF GREENVILLE.

WHEREAS, on Apr. 26, 1937, Elizabeth Tate of Greenville Co., S. C., departed this life testate, leaving of full force and effect her last Will and Testament, same duly probated and now on file in Apt. 377, File 30, in office of Probate Judge for said County; and

WHEREAS, in and by said Will and Testament, Dewey Tate and Eva T. Robertson were named and appointed as Executor & Executrix thereof, and they have since duly qualified, entered upon and are now acting in said capacities; and

WHEREAS, said Elizabeth Tate died seized and possessed of the lands and premises herein-after described; and

WHEREAS, in and by said Will and Testament the said Executor and Executrix were authorized and empowered to sell and dispose of said lands and premises, and to make and deliver to purchaser or purchasers the proper and appropriate Deed conveying same,

NOW,

KNOW ALL MEN BY THESE PRESENTS, That We, Dewey Tate and Eva T. Robertson, as Executor and Executrix of the said last Will and Testament, and in pursuance of its terms and provisions,

in the State aforesaid.

in consideration of the sum of Seven Thousand Five Hundred (\$7,500.00)

DOLLARS

to us, as aforesaid, in hand paid, at and before the sealing of these presents by

T. B. Nalley.

~~XXXXXX~~ 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 T. B. Nalley, his heirs and assigns forever,

All that piece, parcel or lot of land in O'Neal Township, Greenville County, State of South Carolina, on the northeast side of Enoree River and on small branches of the same, and according to a survey and plat thereof, made by H. S. Brockman, Surveyor, March 27th, 1916, having the following metes and bounds, courses and distances, to-wit:

Beginning at a stone on the bank of said Enoree River and running thence N. 32 1/2 E. 22.70 to stone, 3x; thence S. 87 1/2 E. 32.40 to iron pin, stone gone; thence N. 19 1/2 W. 35.15 to stone, 3x, pine gone; thence S. 89 5/8 W. 13.34 to iron pin; thence S. 56 5/8 W. 21.58 to black oak stump, 3x; thence S. 44 3/4 W. 20.90 to iron pin set on opposite bank of said Enoree River, P.O. gone; thence down said Enoree River to the point of beginning; and according to said Plat containing One Hundred Sixty One and nine-tenths (161.9) acres, more or less, and, at the date of said Plat and Survey, as shown by same, bounded by lands of G. Meese, S. Black, F. W. Andrea, Mrs. Waters and by Enoree River.

Excepting, however, a piece or parcel of said tract of land consisting of Two (2) acres thereof, which was conveyed by A. J. Tate and Elizabeth Tate to Pearl Waters by their deed dated Feb. 17, 1920 and recorded in Vol. 63 at page 280, in R.M.C. Office for Greenville County, and in said Deed described as follows: "All that piece or Parcel of land lying and being in O'Neal Township, Greenville County, State aforesaid, this being Two acres of land deeded to Pearl Waters by A. J. and Elizabeth Tate as \$100.00 of her part in their estate at the final settlement: Beginning at an iron pin on the Bank of the Darby Bridge Road, thence S.E. 210 feet to an iron pin; thence N. E. 420 feet to an iron pin; thence N. W. 210 feet to an iron pin; thence along said Road to the beginning corner, containing Two acres, joining lands of A. J. and Elizabeth Tate and Mrs. R.P. Waters"; and conveyance of said two acres having been made prior to change in road.

It is understood and agreed by and between parties hereto, that Grantors herein, as aforesaid, reserve and are entitled to any and all crops, and to any and all the rents and profits therefrom, which have been or are now growing and which have been or are to be cultivated, harvested, gathered and removed, on and from said lands and premises during the year 1943; and likewise reserve and are entitled to the right of ingress and egress in, upon and over said lands and premises for the purpose of cultivating, harvesting, gathering and removing all or any of said crops, up to December 31, 1943, but not thereafter.

It is understood and agreed by and between parties hereto, that the Grantee herein shall have the right at any time to make full use and enjoyment of said lands and premises as are conveyed herein by this Deed, except such acts as may or do interfere or conflict with the right reserved by Grantors hereinabove, of cultivating, harvesting, gathering and removing said crops, and their right of ingress and egress for such purposes up to December 31, 1943, for which rights it is necessary for Grantors to reserve possession of such lands as are actually occupied by said crops and farming activities, to said date, as well as the right of ingress and egress to and from same, to said date.

Grantors herein, as aforesaid, are to pay to Grantee herein, upon the sealing and execution of this Deed, the taxes for the year 1943, as same may be estimated.