

annual rent of three thousand dollars, and further that if the said William A. M. Connell shall fail to repay the said sum of two thousand dollars to the said Olin Mills within the expiration of Eighteen months from this date, of this agreement, then and in that event, the deed of conveyance of the aforesaid premises by the said William A. M. Connell to the said Olin Mills shall be absolute and indefeasible and all the stipulations and conditions herein contained for repayment and reconveyance shall be therefore null and void, and the said sum of two thousand dollars shall be taken and held to be in full payment and satisfaction of the price and purchase money of the premises aforesaid, any thing herein contained to the contrary thereof in any wise notwithstanding. And to the full true and perfect performance of this agreement in all its parts we do hereby covenant and bind ourselves our heirs executors and administrators each to the other jointly by these presents. Witness our hands and seals the day and year first aforesaid.

Executed in presence of } \$2,000  
 S. Swandale } Olin Mills (Seal)  
 C of Elyford } W. A. M. Connell (Seal)

South Carolina } Appeared before me C of Elyford and  
 Greenville District } Made oath that he saw Olin Mills and  
 W. A. M. Connell sign seal and acknowledge the within instru-  
 -ment of writing for the uses and purposes therein mentioned  
 and that S. Swandale with himself witnessed the due execution  
 sworn to before me this 8 day of October 1866  
 W. A. M. Connell c of Elyford  
 Maget Ex officio 94 }  
 Recorded 8<sup>th</sup> October 1866

Branham } 276  
 So }  
 Wagner }  
 State of South Carolina  
 So all unto whom these presents  
 May come or concern  
 I George A. Spruholm of the City of Charleston in the  
 State aforesaid Merchant lately one of the Partners of the  
 Copartnership of John Frason and Company in the said  
 City send greeting. Whereas in and by the third article  
 of agreement whereby the aforesaid Copartnership was  
 continued bearing date the fifth day of November Anno  
 Domini One thousand Eight hundred and Fifty three between the  
 Partners at that time namely John Frason George A. Spruholm  
 Theodor Wagner James S. Welman and Charles K. Briden  
 it was provided and agreed that in the case of Real Estate  
 ships or other property purchased with the Copartnership funds  
 it shall be competent for the Partners to have the title for  
 the same put in the name of one Partner in Trust for the  
 whole and the interest of the several Partners in the property  
 thus acquired and held shall be according to the respective

shares in the Copartnership Profits as therein after set forth, and  
 the Powers of the Trustee shall extend to sell exchange and dispose of  
 such property without restraint, and no other Declaration of Trust shall  
 be necessary besides the entry in the Partnership Books of the payment of  
 the Purchase Money with Partnership funds which said third article  
 hath continued to the Present time and still continues of full force and  
 effect, and whereas John Frason did sometime since depart this life  
 and his share interest and estate in the said Copartnership has been paid  
 and satisfied to his Personal representatives, and Edward L. Spruholm did  
 some years since retire from the said copartnership and has no longer  
 any share interest or estate therein, and William L. Spruholm was ad-  
 -mitted a Partner in the said Copartnership on the second day of June  
 Anno Domini One thousand Eight hundred and Fifty six and has so  
 continued, and whereas I the said George A. Spruholm did retire from and  
 cease to be a Partner in the said Copartnership on and after the seventh  
 day of November Anno Domini One thousand eight hundred and  
 sixty four bearing as continuing members of the said copartnership  
 Theodor Wagner James S. Welman Charles K. Briden and William  
 L. Spruholm who to the last of my knowledge are still Partners thereof  
 and afterwards to wit on the fourteenth day of October Anno Domini  
 One thousand Eight hundred and sixty four did make and enter  
 into articles of agreement for my withdrawal from the said copart-  
 -nership which are hereby referred to as part of these presents  
 And whereas during the term of my being one of the Partners in  
 the said Copartnership I have generally been and acted under the  
 above recited third article as trustee for the said Copartnership of  
 John Frason and Company, and thereby many pieces and parcels of  
 Real Estate and Personal Property of Divers kinds Purchased and paid  
 for by the copartnership funds were conveyed and assigned to me and  
 the Legal title to the same thereby become invested in me but the  
 said property both real and personal was in fact always held by me  
 in Trust for the said Copartnership of John Frason and company and  
 has always been in their possession and under their management  
 and control, and whereas in the agreement for my retirement from  
 the said copartnership above referred to, it was stipulated and provided  
 that the Legal title to all the estate real and personal of the said  
 copartnership held by me in my name but the property of the  
 copartnership and so held, under the said third article of agree-  
 -ment for Partnership shall be conveyed and transferred to some  
 one of the continuing Partners subject to the same trusts and  
 for the same use purposes and intents as are in the said articles  
 declared and set forth, and for the benefit of the several Parties  
 who are or may be entitled thereto upon the adjustment and  
 settlement of the affairs of the said Copartnership  
 and that upon the retirement of the Copartner in whose name  
 the said property of the said Copartnership is so held or upon his  
 death the Legal Estate now or to be or at any time vested in  
 him shall thereupon determine and the interest in the remaining  
 Copartners or such of them as may be agreed upon and held  
 subject to the same trusts and for the same uses and purposes