VOL. 33. AGREEMENTS, CONTRACTS. LEASES AND ETC.

Know all Men by these Presents:

That we the undersigned heirs of the estate of John H. Earle; deceased, have this day made, constituted, and appointed, and do by these presents make, constitute, and appoint James Birnie of Greenville, Greenville County, State of South Carolina our true and lawful attorney for us and in our names to sell and dispose of absolutely in fee simple all or any part of the realestate, lots, houses, or lands left by the said John H. Earle for such price or sum of money and tosuch person or persons as he shall thinkkfit an convenient. And also for sy and in our names and as our act and deed to sign, execute, acknowledge, and deliver such deed and deeds and conveyance or conveyances for the absolute sale and disposalthereof. or any part thereof. We do hereby ratify and confirm all such deeds, conveyances, bargains, and sales which shall at any time hereafter be made by said attorney touching or concerning the premises.

In testimony where of we hereunto set our hands and seals.

Annie W. Earle

Annie E. Birnie

Jos. H. Earle. Eleanor E. Rice.

Wilton G. Earle.

Signed, sealed, and Delivered in the presence of:

Jno. K. Johnston

Rudolf Anderson

Personally appeared before me J.K. Sohnston and made oath that he saw the withinpnamed Annie W. Earle, Annie E. Birnie, Eleanor E. Rice and Wilton &. Earle and Jos. H. Earle sign, seal and as their act and deed deliver the within Power of Attorney, and that he with Rudolf Anderson witnessed the execution thereof.

Swern to before me this 18th day of August 1916.

Robt. I. Woodside

Notary Public, S.C. Signed /sealed, and Delivered in the presence of:

Lois Montgomery

Swan Rouquie

Lillian Earle Montgomery Lucia Earle Crawford

Jne. K. Johnston . .

Personally appeared before me Lois Montgomery, andmade oath that she sawthe within named Lillian Earle Montgomery, Lucia Earle Crawford sign, sael and as their act and deed deliver the within, Power of Attorney, and that she with Swan Rouquie witnessed the execution thereof.

W. A. Lanson

Notary Hublic for S.C.

Lois Montgomery.

Signed, sealed and delivered in the presence of:

Swaff, before me this 15th day of June 1916.

C. J. Flint

C.H. Bowman

Baylis H. Earle

Personally appeared before me C. H. Bowman, C.J. Flint and made oath that they saw the within named Bayles H. Earle sign, seal and as hiw act and deed deliver the within, Power of Attorney, and that they witnessed the execution thereof.

Sworn to before me this I3th day of July 1916.

Jas G. McCurdy

Notary Public for the State of Washington

residing at Port Townsend

The State of Washington. Jefferson County.

Renunciation of Dower.

I, Jas. G. McCurdy, do hereby certify unto all whom it may concern that Mrs. Margaret J. Earle the wife of the within named Bayles H. Earle did this day appear before me, and, upon being private ly and separately examined by me, did declare that she does freely, voluntarily and without any com pulsions dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto any person whomsoever purchasing lots or lands belonging to the estate of John H. Earle their heirs amd assigns, all her interest, and estate and also all her right and claim of Dower of in or to all and singular the Premises within mentioned and released.

Whileh under hand and seal, this 13" day of July, A.D. 1916.

Jas. G. McCurdy Notary Public in and For the State of Washington residing at Port Townsend.

Margaret J. Earle.

The District of Columbia

Renunciation of Dower.

I. N.M. L. Jenkins, do hereby certify unto all whom it may concern that Mrs. Virginia W. Earle, the wife of the within named Jas. H. Earle did this day appear before me, and, upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto any person whomsoever purchasing lots or lands belonging to the estate of John H. Earle their Heirs and Assigns, all her interest, and estate and also all her right and claim of Dower of in or to all and singular the Premises within mentioned and released. Given under hand and seaknthis 14th day of September A.D. 1916.

N. M. L. Jenkins. (L.S) Ndtary Public for District of Columbia

Virginia W. Eerle.

Recorded September 16, 1916.

VOL. 33. AGREEMENTS, CONTRACTS, LEASES AND ETC.

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE WESTERN DISTRICT OF SOUTH CAROLINA

TN THE MATTER OF

P. S. Butler

ORDER OF REFERENCE.

IN BANKRUPTCY

PursuAnt to resolution of creditors, it is ORDERED, that L. K. Clyde, as Trustee, do proceed to advertise and to sell at public auction to the highest bidder for cash, on salesday in August 1916, unless sooner sold at private sale, upon the approval of the referee in bankruptcy, all of the real estate belonging to the said bankrupt estate undisposed of; said sale to be at Greenville Court House, Greenville, South Carolina, between the hours of eleven o'clock A.M. and two o'clock P.M., to the highest bidder for cash, and that the said land be sold free and discharged from any and all liens upon the land and transferred to the fund and proceeds arising from the sale, Purchaser to pay for the revenue stamps. It is .

Further Ordered, that if any purchaser fact to comply with the terms of his bid within a rear sonable time, then that the land be re-advertised and resold upon some subsequentysalesday at Greenville, South Carolina, upon the same terms, at the risk of theformer purchaser, and that upon compliance by the purchase with the terms of his bid that the trustee do execute to said purchaser his deed to the premises so sold, and that thereupon the purchaser be let into possession of the property, and be entitled to the process of this court in order to gain possession.

Witness my hand and seal at Greenville, South Carolina this June 15, A.D. 1916.

(SEAL) J. J. McSwain Referen in Bankruptcy.

Recorded September 18, 1916.

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE.

THIS AGREEMENT entered into this 19th day of June 1916, by and between W.W. Dodson, J.C. Peace and American Bank, a corporation, witnesseth:

W. w. Dodson agrees to convey to J.C. Peace 24 upoant pots and one lot with a one story frame w. w. Dodson agrees to convey to Juc. Peace 24 uscant pots and lone lot with a one story frame dwelling thereon, structed in City View, Greenville Township, the said property being known as the T.T.Earle City View Property, being the same conveyed to film by deed recorded in book 36 page 120 and book 39 page 338.

J. C. Peace agrees to assume the payment of two mortgages on said property dated May 6, 1916, One being for \$3,000, in favor of Lo. Hobbs and the other being for \$4524.55 in favor of G.A. Ellis.

J. C. Peace agrees to convey to W.W. Dosson that certain lot situate on South Main Street, Green-ville South Carolina, known as lot #9 on plat of Chicora College property recorded plat book "C" page 265, the said lot having a frontege on Main Street of 50 feet and a depth of 90 feet and being more saily described in deed recorded book 25 page 108.

w. Dodson agrees to assume payment of a certain mortgage on said lot for \$7,500 given by J.C. Peace to the BOARD OF TRUSTEES OF CHIGORA COLLEGE. J.C. Peace agrees to give w.W. Dodson a third mortgage on the city View property for \$2,500, payable two years after date with interest thereon from dete/ at 7% per snnum payable annual.

J.C. Peace agrees to cut the 24 vacant lot of the City View property into 34 lots of approximately equal value; and W.W. Dodson agrees to procure releases of any one or more of each of the 34 lots from the lien of his \$2,500, mortgage and the other two mortgages on said property, above mentioned at any time upon payment of \$250 per lot, and he also agrees to procure releases of said three mortgages on the lot on which there is a dwelling upon the payment of \$1,500. at any time.

The interest on mortgages, all insurance premiums and all State and County taxes to be prorated as of this date, but J.C. Peace is to pay the City taxes now due on the South Main Street lot. All parties are to convey good and marketable title by fee simple, general warranty deed, free and clear of encumbrances (except as herein above otherwise provided) and with renunciation of dower.

The American Bank agrees to release the South Main Street lot from the lien of its two judgments against J.C.Peace (Judgment Roll #6323 and 6325, Clerks Office, Greenville County) in favor of W.W. Dodson; but said judgments shall paverpriority over the \$2500.00 mortgage, above mentioned; and further agrees to release any one or more of the 34 vacant City View lots for J.C. Peace from said judgments on payment of \$50 per lot and to release the lot on which there is a dwelling on payment

This contract isto be consumated this day.

Witness our nands and seal intriplicate the date above.

Witness:

C.C. Good G. V. Stoeber W.W. Dodson (L.S)

J.C. Peace (L.S)

AMERICAN BANK (L.S)

W. L. Gassaway, Pres.

see next Page.