

( Deed )

State of South Carolina,  
County of Greenville.

Whereas it appears probable that the tract of land hereinafter described will bring a better price at private than at public sale;

Now, therefore, know all men by these presents that I, H.M. Gibbs, in consideration of the sum of one dollar to me in hand paid at and before the sealing and delivery of these presents by Farmers and Merchants Bank, a corporation chartered under the laws of said State, and having its principal place of business in the City of Greenville, in said County and State (the receipt whereof is hereby acknowledged), have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto Farmers and Merchants Bank and its successors and assigns forever all that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina and County of Greenville, about fifteen miles from the City of Greenville, S.C., on the Asheville Road and on waters of North Saluda River, containing fifty (50) acres, more or less, known and designated as No.2 in the division of a tract of land bought by H.T. Stroud of the heirs of H.B. Talley, and being the same tract of land conveyed to me, the said H.M. Gibbs by the Realty Trust Company, by deed bearing date the sixth day of April, 1917. Said tract of land is in Saluda Township, and has the following courses and distances, to-wit:

Beginning on a red oak, corner of what is known as the Garmory land formerly S.C. Dickson, and running thence S. 76° W. 10.60 chains to a P.O.; thence N. 31° W. 4.80 chains to a stone; thence S. 70° W. 11.35 chains to a stone; thence S. 18° E. 22.00 chains to a stone; thence N. 75° E. with the Bennett line 25.00 chains to a stone on the Asheville or Buncombe Road; thence along said road to the beginning red oak corner.

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 said premises unto the said Farmers and Merchants Bank and its successors and assigns forever to and for the following uses, purposes and trusts, to-wit:

To sell the said tract of land with or without advertisement, at public or private sale, to such person or persons, for such price or prices, and upon such terms as it may consider expedient; and if such sale be public, said Farmers and Merchants Bank may purchase thereat; also, to execute and deliver to the purchaser or purchasers thereof a good and sufficient deed or deeds of conveyance therefor in fee simple with or without covenants of warranty, binding said grantor and his heirs, executors and administrators; also to collect and receive the purchase price therefor and to collect and satisfy of record any mortgage or mortgages which may be executed and delivered to said trustee by the purchaser or purchasers of said lands, or any part thereof; and after paying any taxes and assessments upon said property and any reasonable attorneys fees, which may be incurred by said trustee and all costs and expenses incident to making such sale or sales, including the cost of making deeds and of revenue stamps thereon, and of advertising and including any commissions to real estate agents or others, and any other sums which said trustee may reasonably pay in connection with such sale or sales; and to pay from the proceeds of such sale or sales the following amounts, to-wit:

- (1) Various amounts for which judgment against me was taken in and by a decree of foreclosure and -  
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sale rendered by the Hon.H.F. Rice, Presiding Judge of the Court of Common Pleas for said County and State, bearing date October 25, 1918, in the case of John E. Gun, Plaintiff, against H.M. Gibbs et-al., Defendant, together with interest on said amounts and all of the costs and disbursements of said action, and any other amount which I may owe to said bank.

(2) Then to pay any surplus proceeds of sale to said grantor or his heirs, executors or assigns, with leave to apply so much thereof as may be necessary to any judgment, mortgage or other lien or encumbrance which may at that time be recorded against me.

And it is distinctly understood and agreed that said trustee shall not be held responsible for any failure to discharge any duties herein imposed, nor shall it be bound to use any efforts toward the sale of said property, except such as it deems best, but may leave it to the grantor to negotiate sales thereof, subject to its approval.

And I do hereby bind myself and my heirs, executors and administrators to warrant and forever defend all and singular the said premises unto the said Farmers and Merchants Bank, a corporation, and its successors and assigns, against myself and my heirs and against every person whomsoever lawfully claiming; or to claim the same or any part thereof.

Witness my hand and seal, this twenty-first day of November, in the year of our Lord one thousand nine hundred and eighteen and in the one hundred and forty-third year of the Independence of the United States of America.

Signed, sealed and delivered

in the presence of:

Mary R. Nesbitt,

Oscar Hodges.

H.M. Gibbs (L.S.)

State of South Carolina,

County of Greenville.

Personally appeared before me Mary R. Nesbitt and made oath that she saw the within named H.M. Gibbs sign, seal and as his act and deed deliver the within written deed of conveyance, and that she with Oscar Hodges witnessed the execution thereof.

Sworn to before me this 21st,  
day of November A.D. 1918.  
Oscar Hodges (L.S.)  
Notary Public for South Carolina.

Mary R. Nesbitt

State of South Carolina,  
County of Greenville.

Renunciation of Dower.

I, Oscar Hodges, a Notary Public in and for the State of South Carolina, do hereby certify unto all whom it may concern that Mrs. Ollie Gibbs, the wife of the within named H.M. Gibbs, 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 the within named Farmers and Merchants Bank, a corporation, and its successors 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 my hand and seal this  
21st, day of November A.D. 1918.  
Oscar Hodges (L.S.)  
Notary Public for South Carolina.

Ollie Gibbs.

Recorded November 29th, 1918.