

State of South Carolina,
County of Greenville.

Know all men by these presents, That I, B.F. Martin in the State aforesaid, in consideration of the sum of Ten Dollars and other sufficient consideration to me paid by American Bank and Trust Company, in the State aforesaid, 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 American Bank and Trust Company all that piece, parcel or tract of land in Greenville Township, Greenville County, South Carolina, containing fifty-three (53) acres, more or less, (less the right of way hereinafter referred to), being all that tract conveyed to me by R.L. Walker December 2, 1918 more fully described in deed recorded in office of R.M.C. for the County and State aforesaid in Book 29 page 171, and also more fully described in Deed from C.E. Graham to said R.L. Walker, dated April 16, 1908, recorded in said office in Book WWW, Page 581, said deed to me from said Walker specifically excepting and reserving a right of way deeded by him to Greenville-Spartanburg & Anderson Railway Company July 3, 1911, recorded in office aforesaid in Book 15, page 85; the tract here conveyed by me to the said American Bank & Trust Company contains all that certain tract of about forty acres which has been subdivided into lots and streets, and which is more fully described in the plat by C.M. Furman from a survey of G.A. Schulze and the said Furman, soon to be recorded, being all that portion of the Walker tract on the East side of the P. & N. Railway and lying along said highway, No. 8, adjoining lands of Judson Mills Company and others;

In Trust Nevertheless for the following uses and purposes, to-wit: To sell from time to time at public or private sale with such advertisement as said Company, herein referred to as Trustee, may deem advisable, or without advertisement when the said Trustee sees fit, and in such lots or tracts as said Trustee may deem advisable, and the prices and on terms satisfactory to said Trustee. The said Trustee shall have full power to make all needed contracts, bonds for title and conveyances to purchasers, to make good fee simple titles to them, free from all encumbrances, and to collect all moneys, proceeds of such sales, and to take any and all mortgages or other securities that said Trustee may see fit in order to secure the payment of the purchase moneys, all sales to be made (1) either for cash, or (2) for some cash payment in each case with contract by which purchaser shall agree to make regular periodical payments thereafter, said Trustee to give purchaser only a contract or bond for title until such part of the entire purchase price has been paid as will be satisfactory to said Trustee, when deed may be made to purchaser upon his securing balance of purchase money by first mortgage of the real estate conveyed, all such mortgages to be held by said Trustee in trust to collect, and after paying the actual expenses of the trust to apply the proceeds to the mortgages heretofore given by me upon said land, and now existing against same, in accordance with their respective priorities; purchasers from said Trustee not to be under any obligation as to application of the proceeds of such sales;

All moneys from such sale of real estate, including the moneys from such purchase money mortgages, to be applied by said Trustee as follows:

- (1). In payment of a fee to said Trustee of One hundred Dollars (\$100.00), together with 2-2% of the sales for making collections;
- (2). To the payment of actual costs of advertising and selling, an amount not to exceed an additional 7-2% of the sales made; it being understood however that in lieu of this provision of

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7-2% said Trustee may contract with selling agents to allow them for making sales a reasonable portion of the proceeds of such sales in excess of the sum of \$500.00 per acre, at the discretion of the Trustee, with power in the Trustee in such cases to pay actual costs of advertising auction sales; or, said Trustee may pay a small commission (say 2-2%) to such agents for such services, together with some reasonable part of such proceeds in excess of \$500.00 if said Trustee deems best;

(3). To pay all moneys realized from the sale of said property to the owners and holders of the aforesaid mortgages heretofore given by me on said property according to their respective priorities it being understood that the validity and priority of no such mortgage is in any manner to be affected by merger or otherwise by this deed;

(4). To pay any balance thereafter to this Grantor. But if said mortgages shall have been paid in full, whether by me or by said Trustee, before all of said property shall have been disposed of by said Trustee, then at my written request or written request of my heirs or assigns, said Trustee is to reconvey the remaining property in fee simple to me or to my said heirs or assigns. 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 premises before mentioned unto the said American Bank and Trust Company, its successors, heirs and assigns forever.

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 American Bank and Trust Company, its successors, Heirs, and Assigns, against me and my heirs and every other person whomsoever lawfully claiming, or to claim the same or any part thereof.

Witness my hand and seal this 8th, day of June, 1923.

In the presence of:

Chas. M. McGee,

J.M. Wells.

Anna M. Beaty

State of South Carolina,

County of Greenville.

Personally appeared before me Chas. M. McGee and made oath that he saw the within named B.F. Martin sign, seal and as his act and deed, deliver the within written Deed for the uses and purposes herein mentioned, and that he with J.M. Wells witnessed the execution thereof.

Sworn to before me this 8th,

day of June, 1923.

J.M. Wells (L.S.)

Notary Public for S.C.

State of South Carolina,

County of Greenville.

I, J.M. Wells, a Notary Public, do hereby certify unto all whom it may concern, that Mrs. Cleo - Martin, the wife of the within named B.F. Martin, 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 American Bank and Trust Company, its successors, heirs and -

(Over)