

ed tract of land is the same tract of land conveyed to the said M. B. Prevost by N. P. Anderson by deed dated September 17, 1921, and recorded in said office in Deed Book 79, at page 186. It is supposed to contain about twenty-four (24) acres; but the exact area has not been accurately ascertained, and no specific number of acres is guaranteed.

It is understood that the "proposed road" shown on said "Anderson plat" (being a continuation of the "Club Drive" shown on the "Traylor Park" plat) has never been cleared, graded, used as a road or dedicated to public use; and said trustee shall be under no compulsion to open it or to permit its use as a road. As a mere matter of convenience, the center line of such "proposed road" has been adopted as the west boundary of the second tract hereby conveyed. Together with the right to use the western half of said "proposed road", if said trustee may desire to lay out, open or use a road at that point, and to connect with such road, or any extension thereof, any and all roads which said trustee may desire to lay out across the tract last hereinabove described; these rights and easements having been granted to said M. B. Prevost by N. P. Anderson by the deed last above referred to.

The tract first hereinabove described is conveyed subject to the lien of a mortgage for eight thousand four hundred dollars (\$8,400.00), given by said M. B. Prevost to Realty Corporation, dated August 2, 1921, and recorded in said office in Deed Book 92, at page 158; the said mortgage being hereby excepted from the operation of the covenant of general warranty hereinafter contained.

The title to no part of said land is vested in the said L. O. Patterson; but he has paid for one-half of both tracts of said land (subject to the mortgage above mentioned); therefore he joins in the execution and delivery of these presents, in order to signify his consent thereto.

Together with all and singular the rights, claims, demands and appurtenances to the said

premises belonging, or in anywise incident or appertaining.

1. To have and to hold all and singular the premises before mentioned unto the said Title Guarantee and Trust Company and its successors and assigns, in trust nevertheless as to the whole and every part of the property hereby granted to and for the following uses and trusts (and none other), to-wit:

(1) In trust to hold the title to said property for the benefit of the said M. B. Prevost and L. O. Patterson and their heirs, executors, administrators and assigns forever, to guard the boundaries of said lands and protect the same against encroachments; to develop said property by means of roads, side walks, sewers, water pipes, electric power lines, telephones and if any other manner, if desired by the above named grantors; to subdivide the same (or such portion thereof as said trustee may deem advisable) into lots suitable for buildings and parks and for any other purpose, in accordance with the directions of the said grantors; to rent, sell, mortgage, exchange and by any other method dispose of said two tracts of land and all lands subsequently acquired hereunder by said trustee, and any and every part thereof in such manner as the said grantors or their heirs, executors, administrators or assigns may direct; to execute and deliver good and sufficient deeds of conveyance therefor to the purchasers thereof, in fee simple or otherwise, with or without covenants of warranty; and to hold any and all land and other property which may be taken by said trustee in exchange for the land hereby conveyed (and for any subsequently acquired property) and any part thereof, upon the same trusts and limitations; with the same full powers to sell, mortgage, exchange, rent and convey all subsequently acquired property.

(2) In trust to execute and deliver to the purchasers of every part of the lands hereby conveyed and of all subsequently acquired lands (with