

Also: All that lot of land on the South side of West Coffee Street in the City of Greenville, said County and State, described in a deed from W.D. Workman to grantor, dated May 21st, 1925, and recorded in Volume 117, page 8, R.M.C. Office for Greenville County.

Also: All that lot of land on Falls Street in the City of Greenville, said County and State, described in a deed from Greenville Holding Company to grantor, dated February 24th, 1925, and recorded in Deed Book 116, page 17, R.M.C. Office for Greenville County.

Also: All those lots of land on the North side of West Washington Street, in the City of Greenville, said County and State, described in a deed from L.M. Williams to grantor, dated March 7th, 1925, and recorded in Deed Book 77, page 267, R.M.C. Office for Greenville County.

Also: All that lot of land on the South side of West Washington Street in the City of Greenville, State and County aforesaid, described in a deed from W.D. Workman to grantor by deed dated February 10th, 1925, and recorded in Deed Book 105, page 202, R.M.C. Office for Greenville County.

Also: All that lot of land on the South side of West Washington Street, in the City of Greenville, said County and State, described in a deed from John A. Russell to the grantor, deed dated March 1925, and recorded in Deed Book 105, page 292 R.M.C. Office for Greenville County.

Also: All that lot of land on Brackman Avenue, in Sans Souci, in the County and State aforesaid, described in deed from W.D. Workman to grantor, dated November 26th, 1924, and recorded in Deed Book 105, page 182, R.M.C. Office for Greenville County.

Also: All those lots of land on Montgomery Street and Red Stone Street in "Summit View", in the County and State aforesaid, described in deed from John A. Russell to grantor, dated March 1925, and recorded in Deed Book 105, page 291, R.M.C. Office for Greenville County.

Also: All that lot of land on Chicora Avenue in Riverside, described in a deed from John A. Russell to grantor, dated March 1925, and recorded in Deed Book 105, page 293, R.M.C. Office for Greenville County.

Also: All that lot of land in Pickens County, State of South Carolina, described in a deed from W.D. Workman to grantor, dated May 1st, 1925, and recorded in Deed Book RRR, page 20, R.M.C. Office for Pickens County, South Carolina.

Also: One-third interest in lot of land on Augusta St., City of Greenville, said County and State, described in a deed from W.A. Wallace to grantor, dated January 2nd, 1925 and recorded in Deed Book 105, page 151, R.M.C. Office for Greenville County.

Also: All that lot of land on Kelly Avenue, in the County and State aforesaid, described in a deed from W.D. Workman to grantor, recorded in Deed Book 105, page 183, R.M.C. Office for Greenville County, deed dated December 12th, 1924.

Also: All that lot of land on the South side of West North Street, County and State aforesaid, described in a deed from W.D. Workman, dated April 20th, 1925, to be recorded.

Also: All those lots corner of College and Townes Streets in the City of Greenville, said County and State, described in a deed from Jones McCrory to grantor, dated August 16th, 1924, and recorded in Volume 99, page 411, R.M.C. Office for Greenville County.

Also: All those tracts of land near Gantt Station, in the County and State aforesaid, described in a deed from W.D. Workman to grantor, dated May 20th, 1925, and recorded in Volume 103, page 197, R.M.C. Office for Greenville County.

Also: All that lot of land on the Northeast corner of Stall and Buncombe Streets, being Lot No. 6 of the David property, also, lot No. 7 of the David property and lot on Pecke Alley, being described in a deed from J. Robert Martin to grantor, dated February 6th, 1925, recorded in Volume 117, page 3, R.M.C. Office for Greenville County.

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 H.K. Townes and C.B. Martin, their Heirs, Successors and Assigns forever, In Trust, Nevertheless, for the following uses and purposes.

- (1) To collect the income, rents and profits therefrom, to pay all expenses incident to the carrying out of this trust, including payment of taxes, expenses, of collection of rents, insurance, repairs, costs of advertising and such legal and reasonable compensation as may be proper to pay said H.K. Townes and C.B. Martin, according to law.
- (2) To sell or exchange upon such terms as said Trustees, H.K. Townes and C.B. Martin, may think best, all of said real estate and personal property in parcels or as a whole at public or private sale, with or without advertising, and upon such sale or sales to make and execute any-

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any and all necessary and proper deeds, conveyances, and acquittances as fully as the grantor could do, and out of the proceeds of said sale, and the securities if any taken upon such sale, to pay off, discharge, adjust and liquidate from time to time the indebtedness of the said Greenville Realty & Investment Company, (with authority to compromise any claims in its favor or against it) according to the legal rights and priorities of all persons, firms, or corporations to which the grantor is now indebted, together with all necessary expenses and costs in making such sales and carrying out the terms of this trust.

(3) Said Trustees are in like manner to sell or exchange, transfer and convey all personal property, stocks, notes, securities, accounts, legal and equitable claims and demands at public or private sale upon such terms as they may think best and proper and apply the proceeds to the expenses of carrying out this trust and to the indebtedness of the grantor.

(4) The said Trustees are further authorized and empowered, when in their judgment it appears to be necessary and proper, to adjust, compromise, renew or change any collaterals and securities which have been given by the grantor to any creditor, and to have loans to it extended or renewed and to pledge securities where it may be advantageous to the grantor and its creditors, to borrow money and secure the same on property of the grantor, all of which is included in this deed, in order to pay existing debts where this course may appear to said Trustee to be for the best interest of the Trust Estate and the creditors, and for the purpose of paying the debts of the grantor, said Trustees are authorized to make any and all necessary papers, acquittances, releases, or conveyances, as fully as the grantor might or could do.

(5) The same power of sale shall be vested in said Trustees with reference to any property they may acquire by exchange or in making any change of investments as they had over the original property. It is provided, in event that said trustees do not agree with reference to any sales or management of said Trust Estate, then they are authorized to call in B.E. Geer whose decision in writing with the decision of one of said Trustees shall be carried out and acted upon by both Trustees.

(6) Since all of said land and personal property has been impressed with a trust in favor of the American Bank & Trust Company, the said Trustees are directed to first pay the mortgage indebtedness on each parcel of land secured by the recorded mortgages now outstanding as each parcels sold, and upon the sale of any personal property or securities or land to first pay out of the net proceeds the money owing to The American Bank & Trust Company by C.M. McGee or grantor or the assignees and holders of said account & notes since said securities, land and personal property was purchased with funds derived from said, The American Bank & Trust Company, then to pay all other debts of the grantor in the order of their priorities as hereinabove stated, this plan of payment is to be adhered to in the distribution and payment of money realized and collected by said Trustees as directed in all preceding clauses and parts of this deed.

(7) Said Trustees have the power and authority to employ accountants, clerical help and other persons where it may be necessary to protect the Trust Estate, or to recover money or property, and may employ attorneys, the said H.K. Townes is to receive compensation as an attorney where it is necessary for him to act in that capacity in addition to his usual fees as Trustee and may associate with himself other attorneys to prosecute or defend any suits even though said suits are in the name of said Trustees, or to make investigations for the purpose of recovering money-

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