

as shown on said plat; thence S. 66° 17' E. two hundred ninety-four and one-tenth (294.1) feet (along the rear lines of lots nos. 1, 2, 3, 24 and 25 and crossing Elizabeth Street) to a stake on the north-east corner of lot no. 25; thence S. 12° 24' one hundred fifty (150) feet along the east line of lot no. 25 to the beginning corner. This is the same land conveyed to me the said Henry J. Martin by Highland Securities Corporation by deed dated Feb. 14, 1927, and recorded in said office in Deed Book 132 at page 20; subject to the liens of certain mortgages given by Highland Securities Corporation to F. A. Mauldin, all dated Feb. 14, 1927, and recorded in said office in mortgage Book 190 at pages 11 to 30, inclusive. Together with all and singular the rights, members, hereditaments and appurtenances to the said premises bearing or in anywise incident or appertaining. To have and to hold all and singular the premises before mentioned unto the said Title Guaranty and Trust Company and its successors and assigns, in trust, nevertheless, as to the whole and every part thereof, to and for the following uses and trusts;

(1) In trust to hold the legal title to said property for my benefit and for that of my heirs, executors, administrators and assigns to develop said property by means of roads, streets, sidewalks, sewers, water-pipes, electric power lines, telephones and in any other manner, to subdivide the same (or such portions thereof as said trustee may deem advisable) into lots suitable for buildings and parks and for any other purpose) to rent, sell, mortgage, exchange and by any other method dispose of said land and all lands subsequently acquired hereunder by said trustee, in exchange or otherwise, for the benefit of said grantor (any subsequently acquired lands to be held upon the same trusts and limitations) and all parts thereof in such manner as said trustee may consider for the best advantage of the beneficiary; to execute and deliver good and sufficient deeds of conveyances and other instruments conveying the same to the purchasers thereof in fee simple or otherwise, with or without covenants of warranty; also to convey to Greenville City, if deemed advisable without

compensation, any and all streets, roads, sidewalks and parks which may be laid out through and adjoining said property; also, upon request of the grantor herein, or his heirs, executors, administrators or assigns, to execute a mortgage or mortgages which shall constitute a valid lien on land upon said property, or any part or parts thereof, or upon property subsequently acquired by said trustee for the benefit of said grantor, or any part or parts thereof; but which shall impose upon said trustee no obligation whatsoever to repay such loans.

(2) In trust to deliver to the purchaser of every part of the lands hereby conveyed, and of all subsequently acquired lands (without cost to such purchaser) a title insurance policy in the form usually issued by said Title Guaranty and Trust Company, insuring to the full amount of the purchase price thereof, the title to the land as sold and conveyed to such purchaser, if such title to be approved by the proper officers and legal advisers of said trustee.

(3) In trust to receive and collect the purchase price and rents of all lands sold or rented by said trustee, and after paying all liens and encumbrances now or hereafter existing on said property, with interest, costs and attorneys' fees if any, and after reimbursing said trustee for all amounts which it may expend for taxes, roads, sidewalks, sewers, water pipes, power and telephone lines, attorneys' fees, costs of court and for any other purpose incident to the ownership, protection, development, renting and sale of said property, or in connection with the management thereof (it being understood and agreed that said trustee shall be under no obligation to advance funds for any purpose) and after deducting all amounts owing to said trustee for title and fire insurance premiums, commissions or otherwise, then to pay over any net surplus proceeds of sales and rents remaining in the hands of said trustee to the grantor herein or his executors, administrators or assigns; it being agreed that said trustee may deal with said grantor as the sole beneficiary hereunder until it shall receive written notice of any assignment of interest hereunder accomplished by such evidence of transfer of interest as