

State of South Carolina,  
County of Greenville.

Know all men by these presents, That we, F.H. & J.G. Cunningham, Incorporated, a corporation chartered under the laws of the State of South Carolina and having its principal place of business at Greenville, in the State of South Carolina, for and in consideration of the sum of Ten (\$10.00) Dollars, and other valuable considerations, to it in hand paid at and before the sealing and delivery of these presents by the grantee hereinafter named (the receipt whereof is hereby acknowledged), has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto F.H. Cunningham, as Trustee: An undivided one-half interest in and to all of that lot of land situate at the North-east corner of the intersection of East Coffee and Spring Streets in the City and County of Greenville, South Carolina, and described as follows:-

Beginning at said intersection and running thence along the North side of East Coffee Street S. 70 E. 30 feet to a stake; thence N. 20-50 E. 83 feet to an alley; thence along the South side of said alley N. 70 W. 30 feet to Spring Street; thence along said Street, S. 20-50 W. 83 feet to the beginning corner, being Lot No. 4 and 4 feet off of the West side of lot No. 3 as shown on Plat recorded in Plat Book "F", page 187, R.M.C. Office for Greenville County, this being the same lot of land conveyed to the grantor by L.A.-James et al. by deed dated August 13, 1924, and recorded in the R.M.C. Office for Greenville County in Deed Book Volume 91, page 477.

This lot of land is subject to a mortgage given by the grantor to the Prudential Insurance Company of America, dated January 26, 1925, to secure the sum of \$15,000.00, which mortgage is recorded in the R.M.C. Office for Greenville County in Mortgage Record Book 123, page 41. The grantee herein does not assume this mortgage but the payment of refinancing of same is provided for by the provisions hereinafter set out.

Together with all and singular the rights, tenures, 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 F.H. -

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Cunningham, as Trustee, his successors and assigns, in trust nevertheless for the following uses and purposes and upon the following terms and conditions, to-wit:

1. The said interest in said premises to be held by the said trustee with full power to manage, control, lease and collect the rents and profits, and out of the proceeds pay all lawful taxes and assessments charged against said property, and all necessary insurance premiums including the interest and payments on said mortgage of Fifteen Thousand (\$15,000.00) Dollars by the grantor given to the Prudential Insurance Company of America, and all necessary expenditures for repairs and upkeep of the buildings situate thereon, and the remaining or net proceeds in the hands of the trustee shall be paid over by him to Mrs. Eoline L. Cunningham in monthly installments if convenient, for and during the term of her natural life and at her death should she leave a living child or children, the Trustee is directed to pay over said net income to the legal appointed and qualified general guardian of such child or children for their support and benefit until the youngest shall arrive at the age of twenty-one years, at which time the said Trustee is directed to execute and deliver to said child or children then living a deed conveying to them said one-half interest in and to the lot of land hereinabove described, free from any trust provisions.

2. The Trustee is directed to keep said property fully insured against loss or damage by fire and should it become necessary in the judgment of the Trustee to refinance the said mortgage in favor of the Prudential Insurance Company of America or any portion of said sum, the said Trustee is authorized and empowered to execute a note and mortgage covering said interest in said premises on such terms as may be considered best and if possible to procure a loan similar in plan to present mortgage in favor of the Prudential Insurance Company of America so that the principal can be retired by monthly installments out of the income from the property. The Trustee is given the power to renew or refinance the loan on said property as often as he may deem best or necessary.

Should the building situate on said lot be destroyed by fire or other casualty, the Trustee is then authorized to replace or restore it as nearly as possible to its present condition, expending any sum that may be realized from insurance and if necessary to borrow the further sum or sums to bear the expense thereof, and to execute a note and mortgage covering said interest in said premises for such sum or sums so borrowed, the interest and principal to be retired and paid off as directed above by monthly installments realized as rents and profits from the premises.

3. No part of the corpus of the trust property shall be used except in the case of procuring loans and discharging same as hereinabove directed, and the said Trustee, shall render annual statements to the beneficiary or beneficiaries showing income and expenditures, and the said Trustee shall not be liable for any mistake of judgment but shall manage the property so as to realize a fair, adequate and reasonable income therefrom, and at all times he must use reasonable care and precaution to protect the interest of the beneficiary or beneficiaries.

4. The Trustee is given power, should he elect to do so and deem it to the best interest of the beneficiaries to sell and convey said interest in said property at any time and to either pay over the net proceeds from such sale to the beneficiary or beneficiaries or to reinvest same subject to the same terms of trusts as herein set out, but the purchaser or purchasers shall not be required to see to the application of the proceeds.

(Over)