

to compound, compromise and agree for the same, and on payment thereof to give receipts or other sufficient discharge for the same, and to satisfy and release of record all mortgages, liens and other encumbrances; with full power to borrow money, to execute notes, bonds, mortgages, assignments and other written instruments, and to mortgage and pledge any of the property belonging to said trust estate.

(2) In trust to pay all taxes, assessments, insurance premiums, repairs, interest, commissions and other proper costs of caring for and protecting said trust estate, including attorney's fees, and any other amounts which a man of ordinary care and prudence would expend in connection with his own affairs, and after deducting commissions not exceeding those authorized under section 10-33 of volume 3 of the South Carolina Code of Laws of 1922 on all amounts received and disbursed by me, then to allow the net income to accumulate and be reinvested as a part of said trust fund during the life of my wife and the life of any child or children whom I may have; with full power, however, to pay to my said wife from time to time during her life and the entire net income of said trust estate, either current or previously accumulated, or both, or any part thereof, as I may think best; and after the death of my said wife to expend for the support or separate maintenance and education of my issue, or of any one or more of them, the whole of such net income, either current or previously accumulated, or both, or such portion thereof as I may think advisable; and with power to use any portion or the whole of the principal of said trust fund for medical or surgical attention for my said wife or issue, or for other emergency.

(4) In trust, after the death of my said wife, and upon the death of my present child, and upon the death of any other children whom I may have hereafter, then to pay out and distribute all of said principal then remaining in said trust fund, with accumulated income, if any, to and among my issue, share and share alike, per stirpes, freed and discharged of all trusts; the share of every minor, however, to be held in trust by me during his or her minority, and the net income to accumulate and be reinvested as a part of said trust fund during such minority; with full power, however, to expend the net income, either current or previously accumulated, or both, or such portion thereof as I may think advisable, for the maintenance of such minor; any principal on hand when such minor shall attain the age of twenty-one years to be paid to him or her, with accumulated

income, if any, and discharged of all trusts.

And in trust, and here I leave no issue surviving me, then to pay over and distribute all of the principal then remaining in said trust fund, with accumulated income, if any, to and among my legal heirs and distributees under the laws of the State of South Carolina.

And in the event of my death before the final distribution of said fund, I hereby appoint C. H. Hargett and Trust Company, a corporation chartered under the laws of the State of South Carolina, and having its principal place of business in the City of Greenville, in said county and State, to be the sole trustee hereunder. I authorize it to satisfy any claims against or in favor of the said trust estate upon any evidence it may consider sufficient, and to accept any composition or security for any debt and to allow such time for payment with or without security, as to it may appear advisable also to compromise or submit to arbitration and settle all accounts and matters relating to the said trust estate, and generally to act in regard thereto as it may deem expedient as fully as I could do if living without responsibility for any resulting loss; and it is expressly understood and stipulated that neither I nor any succeeding trustee shall be liable for any intentional dereliction, loss or damage which may occur to said trust estate, nor for mistakes in judgment or for any money or this property not actually received by me or it, not for any cause, matter or thing, except as its own willful and intentional breach of trust and neglect whereof I have accounts set my hand and affixed my seal on this the 24th day of September, A.D. 1927.

H. C. Hale, Jr. (Test)

Signed, sealed and delivered in the presence of:

L. H. Coxbury
 W. Mack Jones
 State of North Carolina
 County of Henderson

Personally appeared before me L. H. Coxbury and made oath that he saw the within named H. C. Hale, Jr. sign, seal and as his act and deed deliver the within written instrument, and that he with W. Mack Jones witnessed the execution thereof.

L. H. Coxbury

Came to before me this 24th day of Sept. A.D. 1927
 Cassius E. Lott (Dee)
 Notary Public for Henderson County N.C.
 My Commission expires July 12th 1928

