

THE STATE OF SOUTH CAROLINA,
County of Greenville.

KNOW ALL MEN BY THESE PRESENTS, That I, Mrs. Lillie Black, of Simpsonville,

in the State aforesaid,

in consideration of the sum of

Ten Dollars (\$10.00) and the love and affection which I hold for my sister Mary Thackston DOLLARS

to me in hand paid at and before the sealing of these presents by

T. R. Thackston, ✓

(the receipt whereof is hereby acknowledged), have Granted, Bargained, Sold and Released, and by these presents do Grant, Bargain, Sell and Release unto the said

T. R. Thackston, as Trustee, and his successors and assigns:

A one half undivided interest in and to:- All that certain lot of land in the Town of Simpsonville, County and State aforesaid, containing two acres, more or less, and being on the west side of the C. & W. C. Railroad--Beginning on a stake SW side of Maple Street and running thence S. $2\frac{1}{2}$ E. 5.25 to a stone on terrace, thence S. $66\frac{1}{2}$ W. 5.00 to stone; thence N. 2 E. 3.00 to a stone on road; thence N. $66\frac{1}{2}$ E. 2.00 to stone; thence N. $2\frac{1}{4}$ W. 2.72 to stone; thence N. $70\frac{1}{2}$ E. 2.75 to the beginning corner, and being known as the home place of Lillie Black and Mary Thackston. And it is intended that the interest here conveyed is the same as was recently conveyed to Lillie Black by Mary Thackston.

Also, all that other piece, parcel and tract of land, lying and being in the County and State aforesaid, about two miles east of the Town of Simpsonville, on the Georgia Road, adjoining lands, now or formerly, of J. D. Mayfield, T. D. Wood, J. W. Holland and others, and being the identical land conveyed to Lillie Black by Mary L. Thackston by deed recorded in the office of the R.M.C. for Greenville County in deed book 172 at page 392, and containing 69.3 acres, more or less.

It is understood and agreed that the above described properties are conveyed subject to a mortgage which covers those and other properties. The mortgage referred to is that given to Wilmington Savings and Trust Co. by Lillie Black, June 5, 1936, recorded in Mortgage Book 259, at page 137 and being for \$1600.00 But it is also understood that the property covered by that mortgage and retained by me shall first be liable for the payment of the mortgage debt. And it is further understood that the lands retained shall be liable for the repayment to the grantee (as trustee or individually) of any sum or sums he may be required to pay on the mortgage debt, the interest thereof, or taxes upon the property covered thereby in an effort to protect the property against the mortgage debt.

It is understood, and made a part hereof, that said T. R. Thackston shall take title to said property as trustee for the following uses and purposes.

1. To hold title thereto for the use and benefit of his sister, Mary Thackston, so long as she may live; subject only to the conditions and provisions hereinafter specified.

2. To collect the rents, profits and income therefrom and after paying taxes and other necessary expenses and charges, use the balance to maintain and support said Mary Thackston.

3. To sell and convey any or all of said property by deeds in fee simple, or otherwise at his discretion, for reinvestment in other properties under the same terms and conditions.

4. To sell or mortgage all or any portion of the property in order to secure funds for the maintenance and support of the said Mary Thackston--that is, in case the income therefrom shall not be sufficient for that purposes.

5. Upon the death of said Mary Thackston, to sell and convey said lands, or other properties in which the proceeds thereof, or income therefrom, may have been invested, and disburse the proceeds as follows: (a) Pay the necessary costs and expenses of such sale and disbursement. (b) Pay the funeral expenses of said Mary Thackston. (c) Refund to himself such monies, with interest, as he may have advanced toward the maintenance and support of said Mary Thackston and the protection of this property against the afore-mentioned Wilmington Savings and Trust Co. mortgage, if any such be then due him. (d) Pay over the balance in equal shares to Mrs. Lillie Black (the grantor) Pliney Thackston and T. R. Thackston (the grantee in his individual capacity)- they, the said Lillie Black, Pliney Thackston and T. R. Thackston, being the brothers and sister of Mary Thackston, the beneficiary.