

GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA,)
COUNTY OF GREENVILLE.)

MAY 22 10 53 AM 1948

OLLIE FARNSWORTH

This Agreement entered into by and between ^{R.M.G.}the undersigned, John H. Williams and The South Carolina National Bank of Charleston, Greenville, South Carolina branch, this 22nd day of May, 1948.

W I T N E S S E T H

WHEREAS, heretofore on September 8, 1938, the undersigned turned over to The South Carolina National Bank the sum of \$1256.81 (representing \$1,000.00 principal and \$256.81 in accumulated income) under a written memoranda whereby said Bank agreed to hold said principal as a permanent trust fund and to use the income for the maintenance and care of the Williams' family graveyard, located about three and one-half miles from Chappels in Newberry County, and

WHEREAS, although the memoranda above referred to was signed by the undersigned as Executors of the Estate of R. G. Williams, said executorship had at the time been closed and the undersigned was acting solely in an individual capacity, with the intent of carrying out certain wishes expressed by his father, R. G. Williams, in his last will and testament, and

WHEREAS, it now appears advisable to amplify the memoranda agreement between the undersigned and said Bank,

NOW THEREFORE, it is hereby mutually covenanted and agreed:

1. That said Bank will hold the principal sum of \$1,000.00 and keep the same invested in such securities as are authorized by law for trust funds. If at any time the purchase price of any security shall exceed its par value, such difference shall be amortized out of the income prior to maturity.
2. The net income, or such part thereof as may from time to time be needed for such purposes, shall be used for the care and maintenance of, and for permanent improvements to, the Williams' family graveyard about three and one-half miles from Chappels, South Carolina and the R. G. Williams' plot in Springwood Cemetery in the City of Greenville, South Carolina. Said Bank shall only be responsible for the investment of the principal and the disbursement of the income in accordance with the instructions of a committee hereinafter named. All responsibility for the proper