the proper use of said funds), the sum of \$80.00 per month as provided in the Decree hereinabove referred to, but, if said rents are not sufficient to pay this amount in addition to the other debts and expenses hereinabove set out, payments of this amount shall be deferred; and

- 5. With full and complete powers unto the said trustee to execute and deliver any new notes and mortgages which may be advisable for the refinancing of the mortgages now being foreclosed, and with full powers unto the said trustee to sell and convey any part or all of the above described property, with my written consent endorsed upon said deed, should it appear advisable to dispose of said property before the termination of the trust herein created. Any note and mortgage may be executed and delivered without my consent.
- 6. That should I die before the completion of the terms of trust herein set out, it is my instructions that this property be deeded to my three children, William Perry Duncan, Etoil Duncan and Brenda K. Duncan in equal shares upon the completion of payment of all of the debts against said property herein above set out, but should all of this property be freed and cleared of all debts before my death, then the trustee hereinabove named shall reconvey said property unto me, freed and cleared of all trusts, limitations and restrictions.
- 7. That in consideration for the services rendered in this matter, the trustee shall be paid a compensation equal to 5% of the total value of said property based upon an appraisal at the time of the termination of said trust. Said compensation may be paid to the trustee monthly, semi-annually or annually as he desires, but should not exceed 5% of the total value as above stated.
- 8. The Trustee is also authorized to pay all costs, attorneys' fees and expenses incurred by the First Federal Savings and Loan Association of Greenville and Liberty Life Insurance Company in the foreclosure proceedings now pending, as soon as said proceedings are withdrawn and canceled. Said trustee is also authorized to pay any costs of collection of said rents and expenses incident thereto.
- 9. Should the trustee herein named die before the termination of the trust herein created, then, in that event, I hereby designate that the holder of the outstanding mortgages upon the property herein described shall have the right to appoint and designate a successor trustee to act with all the powers, duties and limitations as herein set out.
- 10. Should the terms of this trust as to the payment of liens be fulfilled before my death, then the property is to be reconveyed to me as hereinabove stated, but should I die before the terms of the above trust as to payment of said liens has been fulfilled, then the trustee is to hold this property until my youngest child shall reach the age of twenty one years, at which time said trustee shall either sell all of the property upon the best terms possible at that time, and divide the proceeds of said sale equally between my three children, or if said children so desire, he shall convey said property to them in fee simple, freed of all trusts and charges, in equal shares.

TOGE THER with all and singular the rights, members, 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 Ansel Alewine, as Trustee, his successors and assigns forever.