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STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GREENVILLE )

TRUST AGREEMENT

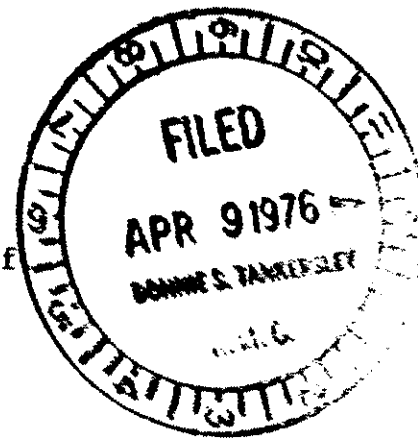
THIS AGREEMENT made and entered into this 1st day of January, 1976, by and between EDDIE C. HOLCOMBE and JUNE D. HOLCOMBE, hereinafter referred to as the GRANTORS, and JUNE D. HOLCOMBE, hereinafter referred to as TRUSTEE, all of Greenville, South Carolina.

W I T N E S S E T H :

ITEM I

The Grantors simultaneously with the execution of this Agreement, are delivering and deeding over to the Trustee:

All their undivided interests in and to that lot of land with the buildings and improvements thereon, situate on the West side of Greenacre Road, in the City of Greenville, Greenville County, South Carolina, being shown as the rear portion of Lot No. 9 on plat of E. G. Webster made by Dalton and Neves, Engineers, March, 1940, recorded in the RMC Office for Greenville County, South Carolina in Plat Book K at page 39, and having according to said plat, the following metes and bounds, to-wit:



BEGINNING at an iron pin on the West side of Greenacre Road, said pin being 121.75 feet South from the front corner of Lot No. 9 on Laurens Road and running thence through Lot No. 9, N. 55-30 W. 74 feet to an iron pin; thence along the line of Lot No. 10, S. 34-30 W. 45 feet to an iron pin; thence along the line of Lot No. 8, S 55-30 E. 74.41 feet to an iron pin on the West side of Greenacre Road; thence along Greenacre Road, N. 31-30 E 45 feet to the beginning corner.

The GRANTORS specifically reserve the right to make any additional property, real or personal, a part of this trust by conveying the same in such manner as to legally vest title in the TRUSTEE.

ITEM II

1. The Trustee shall hold, manage, invest and re-invest the Trust Estate (if any require such management and investment) and shall collect the income, if any, therefrom, and shall dispose of the net income and principal as follows:

(a) Upon the execution of this Agreement, the Trustee shall divide this Trust as then constituted into equal separate shares so as to provide one share each for Kimberly Lane Holcombe, Jill Suzanne Holcombe, and Byron Scott Holcombe, all being children of the Grantors. Should any additional property be

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