

And the said party of the first part further covenant and agree to and with the said parties of the second and third parts that it will keep the premises above conveyed insured in some responsible insurance company, acceptable to said trustee, in the sum of TWENTY THOUSAND DOLLARS (\$20,000.00) DOLLARS, and that it will keep all taxes upon said property; and if said party of the first part shall fail to do this said party of the second part or said party of the third part may effect such insurance and pay such taxes, and all premiums so paid for insurance and amounts so expended in payment of taxes by said party of the second or third part, with interest from date of payment at 6% per cent, shall be secured under this conveyance and be due and payable at the time of the next installment of interest thereafter. And said parties of the first and second parts do hereby covenant and agree to and with said party of the third part, that in case the said trustee shall die, become incapable of acting, renounce his trust, or for other reason become unacceptable to said party of the third part, then, upon notice to the parties of the first and second parts, if living the party of the third part may appoint, in writing, a trustee to take the place of the party of the second part, and upon the probate and registration of the same the trustee thus appointed shall succeed to all the rights and powers of the party of the second part.

IT IS FURTHER STIPULATED AND AGREED that any statement of facts or recital by said trustee in relation to the nonpayment of the money secured to be paid, the amount due, the advertisement, sale receipt of the money, and the execution of the deed to the purchaser, shall be received as prima facie evidence of such fact.

AND IT IS STIPULATED AND AGREED that if said party of the first part shall pay off said bond and interest and discharge fully the trusts herein declared, before such sale, or the same shall be done by a sale of part of said lands, then so much of said lands as may not have been sold, and are not required to meet any of said trusts, shall be reconveyed to said party of the first part or the title thereto be revested in said party of the first part according to the provisions of law.

IN TESTIMONY WHEREOF, the said Superior Ice Cream Company, Inc., has caused this instrument to be executed and signed in its name by its president, attested by its secretary, and has caused its common seal to be affixed hereto all by order of its Board of Directors, the day and year first above written.

Attest: Carl V. Lackey,
Secretary

Witnesses:
Ruby M. Eskew
Ben C. Thornton

Superior Ice Cream Company, Inc.
(SEAL)

By: President
A. Wayne Lackey
(SEAL)

STATE OF SOUTH CAROLINA,)
 :
COUNTY OF GREENVILLE.)

PERSONALLY appeared before me Ruby M. Eskew, and made oath that she saw the within named A. Wayne Lackey, as President of Superior Ice Cream Company, Inc., sign, seal and as the act and deed of said Corporation deliver the within written instrument for the uses and purposes herein mentioned, and that she with Ben C. Thornton witnessed the execution thereof.

SWORN to before me this 25 of

Ruby M. Eskew

Ben C. Thornton
Notary Public for S.C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

This is to certify that on the 25th day of November, 1946, before me, June R. Beach, a Notary Public of Greenville County of South Carolina, personally came Carl V. Lackey, with whom I am personally acquainted, who being by me duly sworn, says that A. Wayne Lackey is the president, and that he is the secretary of the Superior Ice Cream Company, Inc. the corporation described in and which executed the foregoing instrument; that he knows the common seal of the said corporation; that the seal affixed to the foregoing instrument is said common seal, and the name of the corporation was subscribed thereto by the said president, and that the said president and secretary subscribed their names thereto, and said common seal was affixed, all by order of the Board of Directors of said corporation, and that the said instrument is the act and deed of the said corporation.