

one to J.L. Burley, dated June 1, 1921, recorded Book 79, page 157 office of R.M.C. Greenville County; one to Minnie Steel July 18, 1921 recorded said Book page 162; one to George W. Brown, May ---, 1921, recorded said office in Book 69, page 282.

(2) All that certain tract of land in Laurens County, State aforesaid, containing One hundred ninety-nine and one-fourth ($199\frac{1}{4}$) acres, more or less, lying on the East side of Saluda River adjoining lands now or formerly belonging to Zim Carter, Allen Sullivan, Grace Sullivan and others, and being fully described in Deed of John D. Sullivan to me dated May 13, 1905, recorded in office of Mesne Conveyance of Laurens County in Book 20, page 187;

(3) All that tract of land in Abbeville County, State aforesaid, containing four hundred forty-two and one-half ($442\frac{1}{2}$) acres, more or less, adjoining lands now or formerly belonging to James P. Clinkscales, W.M. Barnwell, P.A. Cheatham, Ed Calhoun and others, and fully described in deed to me by Ellen S. Thomson and J.P. Clinkscales dated - - day of January 1916, recorded in Office of R.M.C. for said County in Vol. 35, page 284, and in plat of same by W.L. Mitchell recorded in Book 35, page 285.

(4) All that tract of land in Abbeville County adjoining lands now or formerly belonging to A.J. Clinkscales, Nicholas Benson, tract #2 of the estate of Ephraim Power, and Rosenberg and Visanska and being fully described in plat of William L. Mitchell, dated April 10-14, 1896, attached hereto and delivered to be recorded, said place having been conveyed to me by Sarah Clinkscales by deed duly recorded.

Together 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 B.E. Geer, T.O. Lawton and J.N. Watkins, their heirs and assigns forever, in trust nevertheless for the following uses and purposes, to-wit:

(1) To sell the same at public or private sale, said public sale, if any, to be after due legal advertisement, two years from this date, or as soon thereafter as in their discretion may be deemed advisable (or sooner than two years upon indorsement upon the back hereof of my written consent) upon terms, one-fourth cash, one-fourth in one year from date of sale, one-fourth in two years from date of sale, and one-fourth in three years from date of sale, with interest on deferred payments at eight per cent. per annum, payable annually until paid, interest on unpaid interest at same rate, and ten per cent. Attorney's fees upon all deferred payments. The said Trustees shall have power to make easier terms of payment than the above in the discretion, - and upon making such sales have full power to make good fee simple title to said land, - securing all deferred payments, by first mortgage of the land referred to, with interest and attorney's fees, according to the usual form of note.

(2) The Trustees are requested to sell the tracts to the order in which they appear above, but this direction is not mandatory and they may depart from this instruction if they deem it advisable, - first the lot of land on Vardry Street in the City of Greenville, second the tract of land in Laurens County, third the larger tract in Abbeville County, and fourth the other tract in Abbeville County.

(3) To pay from the proceeds of such sales all taxes and all reasonable expenses of such sale, including any traveling expenses; to pay next any balance due on a small mortgage of about two thousand dollars given by me on one of the Abbeville tracts; to pay next to American Bank -

(Next page)

sufficient amount of the remaining proceeds of such sales to fully satisfy the above indebtedness; and to return to the undersigned any portion of such proceedings remaining after the satisfaction of such debts, and to re-convey to this grantor any of such real estate remaining after enough had been sold for the satisfaction of said debts.

In the event of the death of one of the trustees, the other two are empowered to select some third person as a successor to the deceased trustee, and such successor shall have all the interest, rights, powers and duties providing for as to the trustee whom he succeeds.

And I do hereby bind myself and my heirs, executors and administrators to warrant and forever defend all and singular the said premises unto the said B.E. Geer, T.O. Lawton and J.N. Watkins, their heirs and assigns, against me and my heirs and every other person whomsoever lawfully claiming, or to claim the same or any part thereof.

Witness my hand and seal this 3rd, day of December, in the year of our Lord one thousand nine hundred and twenty-one.

Signed, sealed and delivered

in the presence of:

B.F. Martin,

Florence E. Smith (L.S.)

Cuthbert Johnson.

State of South Carolina,

County of Greenville.

Personally appeared before me Cuthbert Johnson and made oath that he saw the within named

Florence E. Smith sign, seal and as her act and deed, deliver the within written deed for the uses and purposes herein mentioned, and that he with B.F. Martin witnessed the execution thereof.

Sworn to before me this 3rd,

day of December, 1921.

Cuthbert Johnson

B.F. Martin (L.S.)

Notary Public for S.C.

The undersigned accept the above trust and agree to serve as trustees in accordance with the terms herein indicated.

Witness our hands and seals this 3rd, day of December, 1921.

In the presence of:

B.E. Geer,

Rudolf Anderson.

T.Oregon Lawton,

J.N. Watkins.

(No title examination by M & B)

Recorded December 16th, 1921.