

State of South Carolina.

Whereas heretofore by deed dated 8 March, 1921, recorded in the office of the R.M.C. for Greenville County in book of deeds 60 at page 116, Thos. H. Walker Company conveyed to the undersigned, J. Edwin Belser, as Trustee, certain premises, including the lot hereinafter described and conveyed; and,

Whereas, The Columbia Savings Bank and Trust Company, The Carolina National Bank of Columbia and the American Bank of Greenville commenced foreclosure proceedings against Thos. H. Walker, Thos. H. Walker, and others, in the Court of Common Pleas for Greenville County for the foreclosure of a certain mortgage given by Thos. H. Walker to Greenville Trust Company, recorded in the R.M.C. Office for said County in book of mortgages 62, page 192, covering said lot, which resulted in the decree of said Court by Hon R.W. Kemminger, Presiding Judge, dated September 12, 1921, whereby the undersigned, J. Edwin Belser, as Trustee was authorized and directed to convey the premises hereinafter described unto said Title Guarantee & Trust Co., as Trustee, for the uses and purposes hereinafter stated, as will more fully appear by reference to the said proceedings and decree.

Now, Therefore, know all men by these presents that I, the said J. Edwin Belser, as Trustee, under and by Virtue of the power and authority in said decree contained, and of every other power and authority me hereunto enabling, and the sum of five dollars (\$5.00) to me paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said Title Guarantee & Trust Co., as Trustee, All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being on the northern side of South Main Street, in the City of Greenville, in the County and State aforesaid, said lot being shown and delineated as lot No. 3 on plat of the Thos. H. Walker Company's sub-division of property known as the Chicora College Property, recorded in the R.M.C. Office for said Greenville County, in book of plats "E", at page 146, and having a frontage of twenty-five feet (25') on said South Main Street, and extending therefrom ninety feet (90'), being bounded on the north by lands now or formerly of Richardson, on the east by lot No. 2, shown on the said plat, on the south by the said South Main Street, and on the west by lot No. 4. The brick wall situate along the line of division between Lots 3 and 4, as shown on said plat, being a party wall as created and declared in and by the decree rendered as aforesaid in the said case of The Columbia Savings Bank and Trust Company, et al, vs. Thos. H. Walker, et al.

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 Title Guarantee & Trust Co., as Trustee, its successors and assigns, to and for the following uses and purposes and none other, that is to say:

(1) To complete as promptly as practicable the store building thereon, rent same and collect the rents, issues and profits therefrom (with power to employ and pay a rental agency therefor the usual commissions), to insure the buildings against loss or damage by fire, maintain and keep the premises in suitable repair and from the rents issues and profits pay, so far as same will extend, in the order named, all legal taxes and governmental charges and assessments, $\frac{1}{4}$ of the court costs of this action, all premiums of insurance, repairs and all interest on the liens herein created or declared in favor of the American Bank and said Board of Trustees of said Chicora College.

(Next page)

(2) To sell the said property at private sale at the earliest practicable date, for the highest price obtainable, payable not less than one-half cash, and the balance on credit not exceeding one year, to be secured by a purchase money note and mortgage acceptable to said Trustee; provided, however, no sale shall be made for less than \$25,000.00 unless a sale at a lesser amount shall have been consented to in writing by the American Bank of Greenville, the Board of Trustees of Chicora College and a majority in number and amount of the cestuique trustent then living, or their legal representatives or attorneys named in the next succeeding paragraph; provided further that if such sale shall not have been effected on or before 22, May 1922 and the American Bank shall thereafter in writing request of the Trustee the sale of the said premises for the payment of the amount herein declared due it, then and in the event the said Trustee shall sell said premises at public auction before the Court House in the City of Greenville, in said County and State, on salesday of the second month succeeding the month during which such request shall have been made after due advertisement in the manner of Master's Sales, such sale to be made during the legal hours for Master's Sales for not less than one-half cash and the balance secured by the note of the purchaser and his purchase money mortgage in form and execution acceptable to the said trustee. Should said premises not have been sold at either public or private sale on or before 22 May 1924, then the said Trustee shall sell the same at public auction on Salesday in June, 1924, in the manner and on the terms herein stated in relation to such sale at auction. Upon any sale, either public or private, said trustee shall execute and deliver to the purchaser or purchasers of said premises a good and sufficient deed conveying the same in fee simple, free and clear of all liens save only the party wall rights hereinabove provided for, and the lien of such taxes and assessments as may be levied and existing against the said lot for the year then current.

(3) To pay the commission (not exceeding 2% of the sale price) of such real estate agent as shall effect sale of said premises at private sale or the necessary expense of public auction and the commission herein provided for the Trustee, and to apply the remainder of the funds so derived promptly upon their receipt, so far as the same will extend, to the payment of the following persons and corporations, in the order and amount below stated, that is to say: First, to the American Bank such balance as may remain due it on its liens created in the decree above mentioned and hereby acknowledged, of ten thousand dollars (\$10,000.) with interest at eight per cent per annum from 2nd, February 1920, after the due application thereof of any rents or other sums received from said trust property.

Second, to the Board of Trustees of Chicora College such balance as may remain due it on its lien created in the decree above mentioned and hereby acknowledged, of six thousand dollars (\$6,000.) with interest at seven per cent from 22 May, 1921, after the due application thereof of any rents or other sums received from said trust property.

Third, to divide and pay over the remainder of the net proceeds of said sale among the following persons and corporations in proportion to the amounts of their respective claims as herein set forth, with ^{such} priority or discrimination among such claimants:

The Board of Trustees of Chicora College, fifteen hundred dollars (\$1500.00);

J.L. Love, Attorney for Jacobs-Fitzpatrick Company, thirty-five hundred and twelve dollars (\$3512.00)

E.E. Clement, twenty-five hundred dollars (\$2500.00);

Stephen Nettles, Attorney, eleven hundred dollars (\$1100.00);

(Over)