State of South Carolina, Greenville County.

Whereas, E.A. Gilfillin, as Assignee, and J.W. Lanford, as Agent, are conveying unto L.B. Houston, as Trustee for J.W. Norwood, E.A. Gilfillin and L.B. Houston, certain property formerly belonging to the Riverdale Mills, and this memorandum of agreement is entered into to show the authority of L.B. Houston as Trustee herein, which is as follows:

The said L.B. Houston is to hold the said property as trustee for J.W. Norwood, who has a one-half interest therein, E.A. Gilfillin, who has a one-fourth interest therein, and L.B. Houston, who has a one-fourth interest therein, and is to have the exclusive right of managing, running and selling the said property, and he is given full power and authority to sell and convey same by deeds in fee simple, such sales to be at such price as the said L.B. Houston may consider reasonable and adequate, and he, the said L.B. Houston, has full power to fix the sale price. And upon the sale of said property according to such terms and conditions as the said L.B. Houston, may determine, a one-half portion of the net sales price shall be paid to J.W. Norwood, a one-fourth portion of E.A. Gilfillin and a one-fourth portion to L.B. Houston, but the distribution of the funds, or failure to so distribute the funds derived from the sale of the said property shall in no manner affect the title thereto, and shall in no manner affect the title thereto, and shall in no manner limit the power of sale which has been conferred upon the said L.B. Houston, as Trustee. We, J.W. Norwood, E.A. Gilfillin and L.B. Houston, do hereunto set our hands and seals this the 29th, day of September A.D. 1922, intending hereby to make this agreement and part and parcel of a certain deed this day executed by E.A. Gilfillin, Assignee, and J.W. Lanford, Agent, unto L.B.-Houston, Trustee, said deed conveying unto the said L.B. Houston, Trustee, certain property formerly belonging to Riverdale Mills.

J.W. Norwood, (L.S.)

E.A. Gilfillin, (L.S.)

L.B. Houston. (L.S.)

State of South Carolina, (Greenville County.

Deed of Conveyence.

Whereas, the Riverdale Mills, a corporation under and by virtue of the laws of the State of South Carolina, located at Greenville, in said State, did, on or about the 14th, day of July A.D. 1922, make unto E.A. Gilfillin a Deed of Assignment, thereby conveying unto the said E.A. Gilfillin, as Assignee, all of its property of whatever nature and kind, including such property as is hereinafter more specifically referred to and described, said Deed of Assignment being recorded in the office of R.M.S. for Greenville County in Book 85, at page 92.

And Whereas, thereafter the creditors of the Riverdale Mills, after being duly notified by E.A.—Gilfillin, as Assignee, hald a meeting pursuant to such notice in Greenville, S.C., on the 27th, day of July, A.D. 1922, at which meeting J.W. Lanford was duly elected and appointed as Agent for the creditors of the said Riverdale Mills, said election and appointment being under and by virtue of the laws of the State of South Carolina,

And Whereas, after appointment was made the said E.A. Gilfillin, as Assignee, and the said J.W.-Lanford, as Agent, did advertise for sale at public auction the property hereinafter more specifically described, said advertisement being carried in newspapers published in Greenville City, County and State aforesaid, on August 9th, 1922, August 16th, 1922, August 16th, 1922, August 23rd, 1922, and September 1st, 1922, and the said advertisement providing that the said -