

TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA, }
Greenville County. }

Whereas, I have sold nine lots of land hereinafter described to various persons and have given contracts for title therefor, and desire to segregate these lots from my other real estate holdings so as to provide full security for the purchasers of said lots and also to provide a means of conveyance to them in the event of my death, and for this purpose have appointed my wife, Lenoir A. Mills, as trustee with the powers hereinafter set forth.

KNOW ALL MEN BY THESE PRESENTS, That I, Ladsom A. Mills,

in the State aforesaid.

in consideration of the sum of Ten (\$10) Dollars and other valuable consideration

DOLLARS.

to me paid by

Lenoir A. Mills, As Trustee,

in the State aforesaid, 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 Lenoir A. Mills, As Trustee,

All those certain lots of land in Greenville County, South Carolina, described

in that piece, parcel or lot of land in

Township, Greenville County, State of South Carolina.

as follows:

On Lindbergh Avenue which runs southwest from Gower Street, and known as lot No. 19 on plat made by Dalton & Neves dated January, 1928, and described as follows: Beginning at an iron pin on Lindbergh Avenue at the corner of lot No. 18, and running thence N. 53 W. 108.1 feet to an iron pin; thence with line of lot No. 26 N. 40-15 E. 46.1 feet to an iron pin at the joint corner of lots 25, 26, and 20; thence with lot No. 20, S. 53 E. 105.6 feet to Lindbergh Avenue, and thence S. 40-15 W. 46 feet to the beginning corner.

Lots Nos. 1, 11, 12, 13, 14, 15, and 17, in the block bounded by Crook, Birnie, Wardlaw Streets, and Payne Avenue, as shown on plat of Dalton & Neves, dated May, 1930, and recorded in the office of the Register of Mesne Conveyance for Greenville County in Book G, at page 272, being part of the land conveyed to me by B. F. Martin, Trustee.

Lot No. 3, on Gower Street, as shown on a plat made by Dalton & Neves dated February, 1931, and recorded in plat book G, page 288, and having the following boundaries; Beginning at an iron pin on Gower Street and running thence N. 15-17 W. 151.5 feet to an iron pin at joint corner of lots 2, 8, and 9; thence with lot No. 9, S. 88-10 E. 51.25 to an iron pin; thence with line of lot No. 4, S. 15-45 E. 133.5 feet to Gower Street; thence with Gower Street, S. 71-35 W. 50 feet to the beginning corner.

The said trustee shall be absolutely free and unrestrained in the management and control of the said lots of land and may convey the same at her discretion in any manner which will in her judgment protect the purchasers thereof. She shall collect the balance due on the purchase price from the purchasers of the lots above mentioned according to the terms of the contracts which the grantor has made with such purchasers, and after paying the costs and expenses of this trust arrangement and a commission of five per cent, shall turn the net proceeds over to the grantor. In no case shall the trustee be responsible for the validity of the title of these lots, nor does she personally assume any responsibility for any liens or encumbrances which may be over them at the present time.

It is further provided that if any of the purchasers of the said lots fail to comply with their contracts, trustee is fully authorized and empowered to take such steps for settlement and make any adjustment or compromise, she thinks wise and prudent, and in making such settlements, she may resell, any or all the said lots either for cash or on credit, as may be thought expedient.

Some of the lots above described are under mortgage and I have given to the trustee a list of them. She is fully authorized and empowered to apply all collections to the payment of the mortgages before turning over surplus proceeds to me.