

through seventy-one. Of these lots numbers one to seventeen, inclusive, lie on the east side of the Buncombe Road and face thereon. Numbers forty-five to fifty-four inclusive lie on the west side of the Tubbs Mountain Road and face thereon. Numbers thirty-four to forty-four inclusive lie on the northwest side of the Buncombe Road and face thereon; Numbers twenty-nine to thirty-three, inclusive, lie on the north side of the Travelers Rest School Road and face thereon; numbers twenty-three to twenty-eight inclusive lie on the southeast side of the Travelers Rest School Road and face thereon; numbers eighteen to twenty inclusive lie on the west side of the Buncombe Road and face thereon; lot twenty-one extends from the Buncombe Road to the Travelers Rest School Road and faces on both of them; lot twenty-two is a triangular lot at the intersection of the Travelers Rest School Road and the Buncombe Road; lots fifty-five to sixty-nine inclusive lie on the south side of an unnamed street which extends westerly from the Tubbs Mountain Road to a new and unnamed street adjoining lot twenty-nine, which is approximately 200 ft. easterly from the Travelers Rest School lot. Lot seventy lies on the north side of the new and unnamed street and to the rear of lot forty-eight, forty-nine and fifty, fifty-one, fifty-two, fifty-three and fifty-four, and contains 24.30 acres, more or less, and lot seventy-one is a tract of land containing 64 acres, more or less, and lies easterly to the rear of the lots on the southeastern side of the Buncombe Road.

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 W. Raymond Williams Jr., as Trustee, his successors and assigns forever, for the following uses and purposes, to-wit:

1. To hold title thereto, rent the said properties if he so desires, collect the rents and profits therefrom, and from such rents and profits pay the operating expenses of said rented property, together with the taxes thereon, accruing from year to year or already due.
2. To sell and convey by deeds in fee simple, by contracts, by Bonds-for-title, or otherwise, all, or any portion, of the aforescribed property, with authority to fix and designate such uniform restrictions or limitations as to building thereon and occupancy thereof as he may see fit; and such sale or sales may be of the whole property or any part or parcel thereof, whether it does or does not conform to the plat already made and hereinabove referred to. And he, the said trustee, may convey or reserve for the benefit of the whole property, such portions of the said land as he may see fit for Streets and Roadways. He may also convey, if he thinks proper, any portions thereof as rights-of-way for water, sewer, telephone and electric light lines. The sale price and terms of sale of any portion or all of the said property shall be fixed and determined by him. Any deferred payments, however, shall be secured by a note or notes and mortgage or mortgages of the premises conveyed, with full authority in the trustee to collect such deferred payments, by legal proceedings, if he may think proper; and in such case or cases, should it become necessary, in order to protect his trusteeship, to bid in any such property, he shall have the same right, power and authority whereover as he is given in the first instance. No purchaser or purchasers of any of the aforesaid lands shall be chargeable with seeing that the trustee is acting within his authority as to the prices, purposes, conditions and terms of such sale. And they, the said purchaser or purchasers shall take good titles even though the trustee may exceed his authority, and even though he may not make a suitable and proper accounting for his acts and doings.

3. Out of the proceeds derived from the sale or sales as aforesaid and from rents, should there be any, the trustee is to reserve to himself a trustee's commission in a sum to be fixed by a separate instrument. He is likewise to employ a real estate agent and pay a real estate commission in such sum or sums as may likewise be fixed by a separate instrument. He is also to pay for surveying and platting the lands as aforesaid, and such reasonable attorney's fees as may be necessary for the preparing of this trust deed, the abstracting of titles to the lands, the drawing of deeds to the property as aforesaid, and such legal advice as he may be required to have from time to time in the performance of this trust. He shall also pay out of the rents or from the sale of the lands any and all taxes which may be now due upon the property or which may hereafter become due, and after having made these payments the net proceeds shall be divided among the parties hereto, in the following proportions, to-wit: That is to say, a one-eighth part thereof shall be paid over to Mrs. Maggie Howard, her heirs and assigns; a one-eighth part to Mrs. Kate Lambert, her heirs and assigns; a one-eighth part to Mrs. Lizzie King, her heirs and assigns; a one-eighth part to Miss Hannah Love, her heirs and assigns; a one-eighth part to William Love, his heirs and assigns; a one-eighth part to Mrs. Maggie Love, her heirs and assigns; a one-eighth part to Mrs. Marie Eskew, her heirs and assigns; a one-fortieth part to Miss Bettie Batson, her heirs and assigns; a one-fortieth part to Miss Lucille Batson, her heirs and assigns; a one-fortieth part to J. Young Batson, his heirs and assigns; a one-fortieth part to Mrs. Kathleen B. O'Connor, her heirs and assigns; a one-fortieth part to Mrs. Gertrude McClary, her heirs and assigns. Such payment or payments to the beneficiaries hereof shall be made from time to time as the trustee may think suitable and proper.