

- * 10th. All that certain parcel or lot of land, situate, lying and being in the County of Greenville, State aforesaid, and in the City of Greenville, and situate on the East side of Main Street, between Court and Broad Streets, and being described as follows:
- Beginning at a point on the South side of a brick wall of what is known as the Jennings Building, at the corner of lot of A.L. Mills, and running thence in an Easterly direction with said Mills line at right angles with Main Street and along the South side of said brick wall 148 feet to a stake on line of J. Robert Martin, thence in a Northerly direction parallel with Main Street 51.1 feet to a stake on line of J.E. and Jane H. Serrine; thence in a Westerly direction with the line of said Serrine's 148 feet to Main Street; thence with Main Street in a Southernly direction 51.1 feet to the beginning corner, and being the same lot conveyed to us by Fisk-Carter Construction Company by deed dated May 27th, 1919, which deed is recorded in the R.M.C. Office for Greenville County in Vol. 53, page 313. This property is encumbered by a mortgage.
- 11th. All and singular those certain lots of the Panola Heights property known as lots Nos. 9, 21 and 22 in block "B" on a plat of same made by Cothran & Cothran April 20, 1910. Lot No. 9 facing 64.3 feet on Panola Street and running back therefrom 184.8 feet on the South side and 161.4 feet on the North side, being 60 feet in the rear. Lot No. 21 facing 80 feet on South Main Street, running back therefrom 202 feet, being 80 feet in the rear. Lot No. 22 facing 79.6 feet on South Main Street, running back therefrom 202 feet, being 80 feet in the rear; all of which will more fully appear by reference to a plat of same filed in the office of the Clerk of Court for Greenwood County.
- 12th. My undivided one third interest in property known as Montague property situate near the Town of Greenwood, in the State of South Carolina, containing twenty (20) acres, more or less, and bounded by lands of the Estate of C.M. Calhoun, by the Piedmont and Northern Railroad, lands of S.A. Hinton Estate, by lands of Mrs. Lalla T. Graydon and perhaps others.
- It is understood that there is a mortgage of Twenty Five Hundred Dollars on this property, one third of which is assumed by me; and that H.L. Watson and Kenneth Baker each own a one-third undivided interest.
- 13th. All that certain parcel or lot situate in the Town of Greenwood, State of South Carolina, fronting seventy six feet on South Main Street and running back two hundred and fifty two feet to an alley, known as Lot No. 5 of the Reid property as surveyed by T.C. Anderson, October 1912; being bounded by South Main Street; by lot of O.M. Calvert; by Alley, also by lot of E.S. Tinsley.
- There is a mortgage indebtedness on said lot for Sixteen hundred and twenty dollars.
- 14th. All my undivided one fourth interest in that certain lot or parcel of land with store building thereon, situate on Main Street, in the Town of Greenwood, State of South Carolina, fronting a distance of forty eight feet on Main Street and running back in parallel lines one hundred and ten feet, and bounded on the North by an Alley separating the within described property from property of Mrs. Susie M. Abney and Mrs. Lura M. Self, on the South and West by lot of George W. Rush and on the West by Main Street; the said lot being known as the Hough Building and owned jointly by G.P. Neel, Kenneth Baker, S.C. Hodges and myself. It is understood that there is a mortgage on said property of fifteen thousand dollars.
- 15th. All and singular that certain lot or parcel of land in the Town of Greenwood, County of Greenwood, State of South Carolina, on Bailey Circle; bounded on the North by lots of George W. Rush and W.P. Turner; on the East and South by Bailey Circle; and on the West by an alley way running from Bailey Circle in a Northern direction to lot of George W. Rush.

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Also my undivided interest in said Alleyway; it being understood and agreed that said Alley way is not to be closed except by the written consent of all of the owners thereof.

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 mentioned unto the said G. Allen Banks, his heirs and assigns forever, in trust, nevertheless, upon the trusts and for the use and purposes hereinafter set out, to-wit:

1st. To conserve the said properties, collect the issues, rents and profits therefrom, pay the necessary charges against the same out of said rents, issues and profits, and to hold the remainder of said fund for distribution as below stated.

2nd. It trust further to sell and convey any or all of said property at private sale, provided a price can be obtained therefor at private sale acceptable to both the said Trustee and myself, my agreement for any such sale to be indicated by a written endorsement on the deed or deeds conveying the same.

3rd. In trust, if the said property is not sold within 12 months from the date hereof at private sale, as hereinabove provided to sell and dispose of the same at public auction at some convenient time or times and place or places to be determined by the trustee, after legal advertisement in this behalf.

4th. In trust further to pay the net proceeds of sale and the net rents, issues and profits ratably to my unsecured creditors as of date of this deed and to take receipts for the same. Any encumbrance now existing against any of said property to be satisfied out of the proceeds of the sale of such property before the residue is to be applicable to the unsecured debts.

5th. In trust further to reconvey to me or my assigns any of said property not theretofore sold and conveyed at any time upon the written request of myself and two-thirds of my said creditors in amount as of date of this agreement.

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 G. Allen Banks, his heirs and assigns, against me and my heirs and all other persons lawfully claiming, or to claim the same or any part thereof.

Witness my hand and seal this 21st, day of December A.D. 1921.

Signed, sealed and delivered

Samuel H. McGhee (L.S.)

in the presence of:

Carol Brown,

I hereby consent to act as Trustee.

Thelma Proctor,

G. Allen Banks.

State of South Carolina,

County of Greenwood.

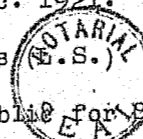
Personally appeared before me Thelma Proctor and made oath that she saw the within named Samuel H. McGhee sign, seal and as his act and deed deliver the within written deed, and that she with Carol Brown witnessed the execution thereof.

Sworn to before me this 21,

day of Dec. 1921.

Thelma Proctor

R.F. Davis
Notary Public for S.C.



(Over)