

State of South Carolina,
County of Greenville.

Know all men by these presents, that we, Vardry McBee, H. B. McBee and Annie McBee Moore in the State aforesaid, in consideration of the sum of One dollar to them paid by Oscar Hodges, Jr., 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 Oscar Hodges, Jr. as trustee,

All that certain tract of land situate in said State in the City and County of Greenville measuring 66 feet on Laurens Street; 100 feet on Coffee Street; 120 feet on Buncombe Street, and 135 feet on back line from Buncombe Street to Coffee Street, and being the same lot of land conveyed to L. M. McBee by D. P. Verner, Master by deed recorded in the R. M. C. Office for Greenville County in Deed Book, Vol. EEE, at page 245.

The grantors herein are the sole heirs at law and distributees of L. M. McBee, deceased, who died in June 1931, seized and possessed of said lot of land.

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 Oscar Hodges, Jr., as trustee, his successors and assigns forever. In trust nevertheless for the following uses and purposes to-wit: To Hold the legal title thereto and to rent or lease the said property for a term of not exceeding three years on such terms and for such prices as he may deem advisable) or he may operate the hotel proper if he thinks it wise and expedient to do so, and may employ a manager and a clerk or clerks to operate the hotel and pay them such salary or salaries as he may think proper and pay all other expenses incident to the proper operation of said hotel and out of the rents, issues and profits derived from said property he shall first pay all taxes on the property, necessary repairs, and fire and tornado insurance premiums and out of the net proceeds he shall pay the interest to become due from time to time on the Susan C. Gallivan note and mortgage. In case said trustee shall not have sufficient funds on hand at any time to pay said taxes, necessary repairs, insurance premiums and the interest as it becomes due on the Susan C. Gallivan note and mortgage, then and in such case, he is hereby given full power and authority to borrow a sufficient amount of money from time to time on the best terms possible and pledge the income from said property as security for the payment of the amount so borrowed, but in no case is the trustee to be personally liable or responsible in any way for the payment of the amount borrowed. And said trustee shall receive as compensation for his services two and one-half per centum on all sums of money received and a like sum on all sums of money disbursed by him. Provided, however, in the case the trustee operates the hotel then he is to receive the sum of \$500.00 per annum for the operation of the hotel, but in case he should rent or lease the same then he is to receive the commissions herein provided. And the surplus, if any, shall be disbursed as follows: One-third thereof to Annie McBee Moore, or in case of her death to her heirs at law or legal representatives; one-third thereof to Vardry McBee, or in case of his death to his heirs at law or legal representatives; and out of the remaining one-third he shall pay to the South Carolina National Bank the sum of \$70.00 per month on H. B. McBee's indebtedness to said Bank, until said indebtedness is liquidated in full, and a like sum thereafter on his indebtedness to J. V. Robinson, and the remainder, if any, shall be paid to him, or in case of his death to his heirs at law or legal representatives; that said property shall remain under the control and management of said trustee for a period of three years from this date and on that date the trustee shall reconvey the said property to the grantors herein or their respective heirs, executors, administrators and assigns freed and discharged of all trusts and limitations aforesaid, (Provided, however, that they demand the same of said trustee, otherwise it shall continue to remain in the hands of said trustee under the same trusts and limitations aforesaid until they shall have made such demand for a reconveyance to them.)

Said trustee is further given authority to employ counsel to prepare leases and other legal papers and any other legal work that may be necessary in handling said property and to pay for same out of the income from said property. Said trustee is hereby given full power and authority to sell said property as a whole or in parcels, and to execute to the purchaser or purchasers thereof a good and sufficient deed or deeds therefor, and after the payment of any costs or commissions incident to said sale or sales the trustee shall first pay the mortgage indebtedness of Mrs. Susan C. Gallivan and next to pay any judgments against any of the grantors herein and the surplus proceeds of sale shall be paid to the grantors herein, or their legal representatives according to their respective rights and interests. (Provided, however, that no sale or sales shall be made by said trustee without the written consent of all the grantors herein which consent shall be endorsed upon the deed or deeds that may be executed by the trustee.)

*For extension agreement see Page 432 in this book.
For extension of trust see Deed Book 211 page 69 (#6787)*

For instrument to this trust deed, see Deed Book 213 Page 233.