

THE STATE OF SOUTH CAROLINA,

COUNTY OF GREENVILLE

KNOW ALL MEN BY THESE PRESENTS That I, I. C. Davis, of the City of Greenville,

in the State aforesaid, in consideration of the sum of one dollar

to me in hand paid at and before the sealing of these presents by the grantee hereinafter named (the receipt whereof is hereby acknowledged), and of the conveyance to me of other real estate,

have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto

L. O. Patterson.

All that certain lot, piece or parcel of land situate, lying and being in the State of South Carolina and County of Greenville, in the Third Ward of the City of Greenville, having the following metes and bounds: beginning at an iron pin on the south side of West Washington Street on corner of lot formerly belonging to Mrs. Hannan J. Cox, 592 feet, more or less, from Westfield Street, and running thence along the Cox line S. 23 1/2 W. one hundred and sixty-seven and one-half feet to an iron pin; thence N. 66 1/2 W. 88.5 feet to an iron pin; thence N. 23 1/2 E. 157.50 feet to an iron pin on Washington Street, about 287.5 feet from Hudson Street; thence along Washington Street S. 66 1/2 E. sixty-six and one-half feet to the beginning corner, being the front portion of lot 10 in block I on page 51 on the city block book conveyed to me by Mrs. Agnes P. West and others by deed dated March 2, 1935, and recorded in office of Register of Mesne Conveyances for said County in Book 157, page 373.

Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in any wise incident or appertaining. To have and to hold all and singular the premises before mentioned unto the said grantee and his successors and assigns forever, in trust, however, to and for the following uses and purposes, to-wit:

1. In trust to hold the legal title to said premises for the use and benefit of the owners of the mortgage executed by the late S. L. McBee to Title Guarantee and Trust Company, dated May 2, 1927, and recorded in said office in Book 152, page 201, in proportion to their respective shares in said mortgage, or in the land covered thereby, or in the debt evidenced thereby;

2. In trust to rent, sell, mortgage, exchange and by any other method dispose of said premises and of all other property hereafter acquired by said trustee in exchange therefor or otherwise (all subsequently acquired property to be held upon the same trusts and limitations herein stated) and any part or parts thereof at such times and upon such terms as said trustee may believe to be for the best advantage of such owners; to execute and deliver good and sufficient deeds and other instruments conveying or transferring the same to the purchasers thereof in fee simple or otherwise, with or without covenants of warranty; with full power in and to said trustee, at his discretion, to borrow money as often as he may deem it advisable for the purpose of paying taxes or other liens on said premises and on the other property covered by said mortgage and on any property hereafter acquired by said trustee, and of insuring, repairing and improving any such property and of purchasing other property to be held upon the same trusts; also to secure the repayment of all sums so borrowed by giving mortgages covering any such property, together with any other instruments suitable for that purpose; and such mortgages and other instruments shall create valid obligations against such trust property, but shall impose upon said trustee no personal obligation to repay such loans or interest, attorneys' fees or costs in connection therewith; the powers to sell and mortgage hereby created not to be exhausted by a single use thereof, but to continue and be exercised as often as said trustee may think best.

3. In trust to collect by suit, foreclosure and all other lawful means and to receive the rents and purchase price of all property leased and sold by him, and after deducting commissions at the rate allowed by law to trustees on all sums received and paid by him and reimbursing himself for all amounts which he may expend for taxes, insurance, repairs, improvements, attorneys' and recording fees, costs, commissions to real estate and rental agents and for all other purposes incident to the holding, protection, preservation, renting and sale of all such property (said trustee to be under no obligation to advance from his own pocket funds for any purpose); then to pay and distribute any net proceeds remaining in his hands to and among all the said owners in proportion to their respective shares or interest in said mortgage, indebtedness or property, without priority or discrimination among said owners.

Said trustee may arbitrate, compromise and in any other manner settle and dispose of all disputes, disagreements, claims, questions and other matters which may

arise in connection with this trust or any property held hereunder; he may use only such efforts as he may deem advisable to rent and sell any property, and he shall not be liable for any deterioration, shrinkage, damage or other loss or injury suffered by any assets in his charge, or for mistake of law or fact, or for errors in judgment, or for any other cause, matter or thing except his own wilful and intentional breach of trust nor shall purchasers of property from said trustee be required to see to the application of the purchase money therefor.

In case of vacancy in the trusteeship from any cause, a majority of said owners shall have power, by any written instrument recorded in said office, to appoint a new trustee or trustees, who shall be vested with the title to any property then subject to this trust upon the same terms and limitations and with the same powers and discretion herein set forth, to the same extent as though all such future trustees were identified by name herein, and this power may be exercised repeatedly, as often as such vacancy may occur.

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 grantee, and his successors and assigns, against myself and my heirs and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The above described land is the same conveyed to by in office of Register of Mesne Conveyances, 19, by deed recorded for Greenville County, S. C., in Book Page

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in any wise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said grantee and his heirs and assigns forever.

And I do hereby bind my heirs, executors and administrators to warrant and forever defend all and singular the said premises unto the said grantee, and his heirs and assigns, against myself and my heirs and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS my hand and seal this eighth day of March in the year of our Lord one thousand, nine hundred and thirty seven and in the one hundred and sixty first year of the Independence of the United States of America.

Signed, Sealed and Delivered in the presence of F. C. Lupo, G. A. Ellis, Ira C. Davis, L. S., L. S., L. S., L. S.

S. C. Stamps \$ 10 and 00 cents. For True Consideration See Book 2 131 U. S. Stamps - \$6.00

THE STATE OF SOUTH CAROLINA, County of Greenville

PERSONALLY appeared before me F. C. Lupo and made oath that he saw the within named I. C. Davis, sign, seal and as his act and deed deliver the within written deed, and that he with G. A. Ellis witnessed the execution thereof.

SWORN TO before me this 8th day of March A. D. 19 37 G. A. Ellis, Notary Public for South Carolina. F. C. Lupo

THE STATE OF SOUTH CAROLINA, County of Greenville RENEUNCIATION OF DOWER. I, G. A. Ellis, a Notary Public for South Carolina,

do hereby certify unto all whom it may concern that Mrs. Jennie Davis, the wife of the within named Ira C. Davis, did this day appear before me, and, upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named L. O. Patterson, trustee and his heirs and assigns, all her interest and estate, and also all her right and claim of

Dower of, in or to all and singular the premises within mentioned and released. Given under my hand and seal, this 8th day of March A. D. 19 37 G. A. Ellis, Notary Public for South Carolina. Jennie C. Davis.

Recorded March 8th 19 37 at 11 o'clock A. M.

END OF DEED