

ner of lot No. 6 and running thence N. 56 $\frac{3}{4}$ E. 5 feet to an iron pin; thence S. E. 131 feet to iron pin; thence S. 57 W. 10 feet to iron pin; thence N. 32 W. 132 feet to the beginning corner.

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 The First National Bank of Greenville, S. C. its successors and assigns forever in trust nevertheless, to have and to hold for the uses and purposes herein limited and declared that is to say, in trust to hold the legal title to the property herein conveyed, to manage, rent and to lease the same and to receive the rents, income and profits therefrom, to keep said property in good state of repair and adequately insured, except that the building on College Street shall not be insured, and to pay all taxes and assessments that may be levied against said property and after deducting for the expenses of repairs, taxes, insurance premiums and such other necessary expenses connected therewith, including commissions and fees of the trustee herein which shall be two and one-half per centum of all moneys received and two and one-half per centum of all moneys disbursed by said trustee; to pay the net income therefrom remaining in the following proportions; one third thereof to Bestrude Cleveland McKoin; one third thereof to Alice Burnett Cleveland; and one third thereof to Harriet Cleveland, the said disbursements to the grantors herein to be made quarterly, provided, however, that the trustee herein may retain in its hands so much of the net income as the said trustee may, in its discretion deem expedient to reserve for contingencies. The said trustee is hereby vested with full power and authority to sell, convey and execute a good and sufficient deed or deeds to any and all of the property above described upon such terms and conditions as in the sole and uncontrolled discretion of the said trustee may appear proper and the said trustee shall make distribution of the proceeds of said sale or sales after deducting proper costs, fees and commissions, to the grantors herein in the proportions above provided for provided however that the purchaser or purchasers shall not be required to see to the application of the purchase price. And upon a sale of any of the property above described the trustee shall receive a commission of two and one-half per centum of the purchase price. That the said trustee shall not be liable for damage or destruction to the property herein conveyed or loss of any income therefrom by reason of the non-collection of the same, but shall only be liable for money actually received by said trustee. The said trustee shall have power and authority to appoint an agent for the collection of rents and income and shall not be liable for any loss thereof occasioned through said agent, except for gross carelessness in the selection thereof. And provided further that the said trustee is hereby authorized and empowered to deposit any of the trust funds that the said trustee may have in its hands in The First National Bank of Greenville, S. C. without liability for any loss, any law now extant or any hereinafter enacted to the contrary notwithstanding.

It is understood and agreed that should all three of the grantors herein desire to terminate this trust herein established and shall request of the trustee in writing a termination of said trust then the said trustee shall within sixty days thereafter turn over to the grantors herein in the above stated proportions all moneys in its hands and shall convey the above described real estate or so much thereof as may remain, to the said grantors herein as tenants in common in the above said proportions.

And we do hereby bind ourselves, our heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said The First National Bank of Greenville, S. C., its successors and assigns, and every other person whom-