

TITLE TO REAL ESTATE

forfeit all benefit under this trust deed, and said trustee shall pay over any net funds in his hands, pro rata, to such one or more of such holders as may duly release me or my heirs, executors or administrators of all such liability.

If the grantee herein or any subsequent trustee shall fail to complete all acts to be performed by him hereunder, such of the holders of said three (Dowling) mortgages as may have released me, the said Jones McCrorey, from liability as above prescribed, or a majority of them, may, by any written instrument recorded in the office in which this deed shall have been recorded, appoint another trustee or trustees in his stead (this power to be exercised as often as desired), and each newly appointed trustee shall be vested with the title to all property constituting the trust estate, and with all rights, powers and discretion hereby granted to said L. O. Patterson, as fully as though mentioned by name herein. The trusts hereby created are to be accepted upon the express condition that no trustee acting hereunder shall be liable for errors of judgment, for ignorance or mistake of law or fact, or for failure to act or delay in acting, nor for any depreciation, destruction, loss or damage which may occur to said trust assets or estate, nor for any money or other property not actually received by him, nor for any other cause, matter or thing except his own wilful, intentional and morally corrupt breach of trust.

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.

Witness my hand and seal, this twenty-ninth day of August, in the year of our Lord one thousand, nine hundred and forty, and in the one hundred and sixty-fifth year of the independence of the United States of America.

Signed, sealed and delivered in the presence of:

S. C. Fulmer  
M. L. Ward.

Jones McCrorey (L. S.)

The State of South Carolina,  
County of Greenville.

Personally appeared before me S. C. Fulmer and made oath that he saw the within named Jones McCrorey sign, seal and as his act and deed deliver the within written deed, and that he, with M. L. Ward witnessed the execution thereof.

Sworn to before me, this 29th day of August, A. D. 1940.

S. C. Fulmer

F. B. Massingale (L. S.)

Notary Public.

The State of South Carolina,  
County of Greenville.

I, F. B. Massingale, a Notary Public in and for the State of South Carolina, do hereby certify unto all whom it may concern that Mrs. Lillian L. McCrorey, the wife of the within named Jones McCrorey, 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, and his successors 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 29th day of August, A. D. 1940.

F. B. Massingale, (L. S.)

Lillian L. McCrorey

Notary Public for \_\_\_\_\_

No Stamps

Recorded September 3, 1940 at 12:34 P. M. #12485 BY: E.G.