

STATE OF SOUTH CAROLINA)
)
) : DECLARATION OF TRUST
)
COUNTY OF GREENVILLE)

Know all men by these presents that John G. Cheros, in consideration of \$1.00 plus love and affection, receipt of which is hereby acknowledged, has granted, bargained, sold, and released and by these presents does grant, bargain, sell and release unto John G. Cheros as Trustee, his successors and assigns forever; subject to the terms and conditions set forth herein:

An undivided one half interest in and to All that certain piece, parcel, or lot of land, with the improvements thereon, situate, lying and being on the eastern side of South Carolina Highway 291, in the City and County of Greenville, South Carolina, which is shown on a Plat of the property of Wooten Corporation of Wilmington, prepared by Dalton & Neves, Engineers, dated May, 1964, and which according to that Plat is described more particularly as follows:

BEGINNING at an iron pin on the eastern side of said Highway, which iron pin is 338.1 feet N. 21-21 E. from the northeastern corner of the intersection of said Highway and Tower Drive, and running thence N. 21-21 E. 100 feet along the eastern side of said Highway to an iron pin; thence S. 68-39-W. 146.45 feet to an iron pin, the point of beginning.

Being the same property conveyed unto John G. Cheros and William M. Hagood, III by deed recorded in Deed Book 763 at Page 189.

Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining; to have and to hold all and singular the premises before mentioned unto the grantee, and the grantee's heirs or successors and assigns forever. And, the grantor does hereby bind himself and his heirs and assigns to warrant and forever defend all and singular said premises unto the grantee and the grantee's heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This Trust is subject to the following terms and conditions:

1. Additional property (both real and personal) may be transferred to this trust estate from time to time by the grantor or by any other person or persons, and such property shall become a part of the trust estate and shall be held, managed, invested, reinvested and disposed of on the same terms and conditions as the property originally transferred.

2. Dispositive provisions. The Trustee shall hold, manage, invest, and reinvest the trust property, and shall distribute and apply the income and principal of the trust property in the following manner:

(a) The Trustee shall pay the net income from the trust to Kyle Phillips Cheros, son of the grantor, or his duly acting custodian(s) under the South Carolina Uniform Gift to Minors' Act monthly during the term of this trust. Any undistributed income at the termination of this trust shall be paid to ~~John G. Cheros~~, or to his estate if he is not then living.

Kyle P. Cheros 3/15/75

(b) This trust shall terminate on October 31, 1984, or upon the death of Kyle Phillips Cheros if he dies before then, and upon such termination the principal of this trust shall be paid over to the Grantor or to the Grantor's estate if he is not then living.

(c) Notwithstanding the provisions of subparagraph (a), the net income of this trust may be used or applied, in the discretion of the Trustee, as Trustee, to the support, maintenance, and education of Kyle Phillips Cheros, but nothing herein shall be construed to limit the primary legal obligation of the Grantor for such support, maintenance, and education.

9737

4328 RV-21