

and semi-annually thereafter, the net balance on deposit at the date of such remittance, less any amount the Trustee shall deem it proper to withhold for the payment of anticipated expenses. The remittance shall be made to each heir equally by check of the Trustee and each remittance shall be accompanied by a statement of receipts and disbursements for the period covered by such check. The endorsement and payment of said check shall be taken as receipt for the amount of money evidenced by the check and included in the statement accompanying it.

(j) The Trustee shall receive as full compensation for its services in the performance of its duties as Trustee an annual commission of three percent (3%) of the amount of money when and as distributed by it to the heirs; provided, however, that in any event the Bank shall receive as compensation not less than Six Hundred (\$600.00) Dollars per annum during the continuance of this trust. Said commission shall be included as an expense of the estate. Provided further that if this agreement shall be terminated by the heirs before the estate is fully liquidated, and upon termination a division in kind is made to the heirs, no commission shall be charged by the Trustee on any assets distributed in kind.

(k) This agreement may be terminated by either party hereto upon six (6) months written notice of the desire to terminate; for this purpose a notice signed by four of five of the heirs shall be sufficient. This Agreement may be terminated as to any part of the trust Estate hereby created less than the whole at the request and upon the instruction of any four of the five heirs and upon such request and instruction the Trustee shall convey, assign and deliver any part or portion of said Trust Estate as said four heirs shall request and direct.

(l) In the event of the death of any heir named herein intestate at or before a semi-annual distribution, payment of the interest of such heir shall be made to the administrator of the deceased heir and if none, to the husband or wife of the deceased heir, or if there be no such husband or wife, to the child or children, if over the age of twenty-one years, or to the general or testamentary guardian of such child or children as may be under the age of twenty-one years.

2. In addition to the powers herein expressly given to the Trustee, power and authority is also given to said Trustee to do any and all acts necessary or expedient to carry out the provisions of this instrument. Such power to be exercised upon approval of the Committee hereinabove appointed.

3. The bank hereby accepts and agrees to the provisions herein made for the management and liquidation of the estate herein provided for and agrees to execute the provisions of this trust to the best of its ability and judgment.

WITNESS our hands and seals this 18th day of November, 1939.

In the Presence of:

Dorothea B. Hill

Roy W. Cureton

Witnesses as to Malcolm C. Davenport, &

Peoples National Bank.

Priscilla Griswold S. C. Stamps .50¢

J. W. Oldfield

Witnesses as to Luther M. Davenport,

& Constance D. Dooly.

C. W. McClimon

M. C. Davenport

Witnesses as to Dan D. Davenport.

Ira O. Smale

John B. Sleight

Witnesses as to Martha D. McCleery.

STATE OF SOUTH CAROLINA,

COUNTY OF GREENVILLE.

Malcolm C. Davenport (L.S.)

Luther M. Davenport (L.S.)

Constance D. Dooly (L.S.)

Martha D. McCleery (L.S.)

Dan D. Davenport (L.S.)

HEIRS.

THE PEOPLES NATIONAL BANK OF GREENVILLE, S. C. (L.S.)

By J. C. Hopkins

Asst. Trust Officer & Cashier

TRUSTEE.

PERSONALLY appeared before me Roy W. Cureton who, being duly sworn, says that he saw