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STATE OF SOUTH CAROLINA.)

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COUNTY OF GREENVILLE.) WHEREAS, on November 28, 1908, E.G. Mallard did execute a Declaration of Trust concerning the real estate and other property herinafter described, which is of record in the office of the R.M.C. for Greenville County, in Book 999 at page 301, wherein it was provided that the said E.G. Mallard should hold and continue to hold said property to secure the repayment of all reasonable expenses in caring for the same and insuring it, and to secure the payment of certain sums therein mentioned as being due to various persons, aggregating Eighteen Thousand Four hundred and seventy two dollars and eighty cents (\$18,472.80) with interest thereon from November 24th 1908, at the rate of eight (8) per cent per annum.

And, whereas, it was further provided by said deed that if Mallard Lumber & Construction Company should pay or cause to be paid all said sum of money by January 6, 1909 that said property should be conveyed to said corporation, but in case of a failure on the part of said corporation to pay the said sums in said time, then in trust to convey the said property to such of the stockholders of said corporation in proportion to their stock holdings as should by January 16, 1909, signify in writing their acceptance on the terms of said deed of trust, and pay or cause to be paid the said sum of money, and in case of a failure of any of the stockholders of said corporation to comply with said terms within said time, then to sell and dispose of said property at public or private sale, and out of the proceeds of sale to pay the said sums of money as hereinbefore expressed. And whereas, Mallard Lumber & Construction Company did fail to comply with the terms of said Declaration of Trust, but on the contrary has by a resolution of its stockholders at a meeting duly called for that purpose, gone into liquidation and has surrendered its charter. And, whereas, the only stockholder in said corporation who signified his acceptance in writing was the said E.G. Mallard. And, whereas, the said E.G. Mallard in order to obtain funds for the settlement of said indebtedness has arranged for the sale of said property to Norwood National Bank on the terms hereinafter set forth. NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that I, E.G. Mallard in pursuance of the terms of said Declaration of Trust, and in consideration of the premises and of the sum of Eighteen Thousand Seven hundred and sixty dollars and thirteen cents (\$18,760.13) to me in hand paid by Norwood National Bank, a corporation chartered under the banking laws of the United States of America (the receipt thereof is hereby acknowledged) have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said Norwood National Bank that certain lot of land situate in Ward 5 of the City of Greenville County and State aforesaid, beginning at a stake in corner of River and Hammond Streets, running thence S. 63.30 E. 170 feet to angle in Hammond Street; thence S. 27.40 E. with Hammond Street 68 feet to stake in line of same; thence N. 62.30 E. 260 feet to a point in bed of Reedy River, said point being about one-third the width of said river; thence with bed of said river to a point on same at Upper Bridge, marked by an "X" on hand-rail of said bridge; thence

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