

Lee, dated March 13, 1914; <sup>to-wit</sup> Beginning at a corner on bridge over branch and running thence S. 13° W. 3.00 chains to a stone 3X; thence with line of B.D. Garrison's land S. 28½° W. 8.95 chains to a stone 3X; thence along line of J.H. Richardson's land S. 41° E. 3.40 chains to a stone 3x on Grove Creek; thence up said creek following the meanders thereof as the line 14.80 chains to the mouth of the branch first above referred to (which separates the land hereby conveyed from land of C.D. Nesbitt); thence up said branch following the meanders thereof as the line 5.80 chains 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 above mentioned unto the said Thomas G. Crymes, R.D. Sloan and J.P. Trowbridge and their successors in office, heirs and assigns forever, in trust, nevertheless, as to the whole and every part thereof, to and for the following uses and purposes, to-wit:

(a) To hold, manage and control said lands; to pay the taxes thereon, to prevent waste thereon; to rent out the same if in their judgment it is advisable to do so; to keep any buildings thereon insured against loss or damage by fire if in their opinion it is advisable to do so; to sell the real estate above described and any part or parts thereof at public or private sale, with or without advertisement, at such times and upon such terms as to them may seem advisable; and upon such sale or sales to execute to the purchaser or purchasers thereof a good and sufficient deed or deeds of conveyance to the property so sold, in fee simple or otherwise, with or without covenants of warranty; and to receive and accept a mortgage or mortgages upon the whole or any part thereof to secure the payment of the whole or any portion of the purchase money therefor; and to collect and enforce said mortgages and when fully paid, to satisfy the same of record;

(b) In trust, to distribute and pay over the net proceeds of such sales (after paying all the necessary expenses of administering the trust), to and amongst us, the said heirs, in such manner that upon a final settlement of the estate of the said Sallie Jane Trowbridge and Silas F. Trowbridge all of said heirs shall have equal shares in all of the property formerly belonging to the said Sallie Jane Trowbridge, and shall also have equal shares in all of the property formerly belonging to the said Silas F. Trowbridge, after accounting for advancements, in accordance with the terms of the last will and testament of the said Silas F. Trowbridge, deceased.

And we hereby confer upon a majority of said trustees all of the rights, powers and discretion hereinabove vested in all of said trustees; our intention being that any two of said trustees may exercise any of the powers hereby vested in all three of said trustees.

And in the event that the number of trustees acting hereunder shall, by reason of death, resignation, refusal to accept, incapacity to act, or for any other cause be reduced to less than two, we hereby reserve to ourselves (and to the acting executors or administrators of any of us who may previously thereto have died), the right, by any writing duly signed by a majority in interest of us or our personal representatives and filed in the office of the Probate Court for said County and State, to nominate and substitute a person or persons or a corporation to be a trustee hereof for the purpose of filling such vacancies; this power to be exercised from time to time, so often as its exercise may be necessary or advisable. Any and all new trustees so appointed shall be competent to act in the execution of the trusts hereof as fully and effectively and with all of the same powers, authority and discretion and shall be subject to the same -

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limitations to all intents and purposes whatsoever as if he, she, it or they had been hereby originally appointed a trustee or trustees; and shall not be compelled to give bond as such trustee or trustees unless required to do so by the written instrument or instruments appointing such new trustee or trustees.

And we, the said heirs, do hereby bind ourselves and our heirs, executors and administrators to warrant and forever defend all and singular the said premises unto the said Trustees and their successors in office, heirs and assigns against ourselves and our heirs and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

And whereas, the third paragraph of the will of the said Silas F. Trowbridge contains the following provisions, to-wit: That each of his children "shall be charged with and account for the amounts already received from me, which will be found in a memorandum of the same charged by myself against each child".

And whereas, the Silas F. Trowbridge in said memorandum book entered against Silas D. Trowbridge (one of the "heirs" hereinabove named), a charge of one hundred dollars (\$100.00) in the following words and figures, to-wit: "1904. Cash borrowed from J.A. Nesbitt \$100.00";

And whereas, the said Silas D. Trowbridge subsequently executed and delivered to his sister, Sallie Annette Nesbitt (the wife of the said J.A. Nesbitt), a note for said sum of one hundred dollars, and subsequently paid said note; and by reason thereof the said Silas D. Trowbridge should no longer be charged with said sum of one hundred dollars as an advancement on account of the estate of the said Silas F. Trowbridge, deceased; but the directions contained in said will and said memorandum of the said Silas F. Trowbridge are binding upon his executors;

Now, therefore, We the said "heirs", do hereby consent and agree that the said executors may disregard the said charge entered by the said Silas F. Trowbridge against the said Silas D. Trowbridge as an advancement and that the same shall be null and void for all purposes.

And for the purpose of enabling the "trustees" hereinabove named to collect and distribute the personal estate of the said Sallie Jane Trowbridge without the necessity of taking out letters of administration upon her said estate, we, the said "heirs", do hereby nominate, constitute and appoint the said Thomas G. Crymes, R.D. Sloan and J.P. Trowbridge our true and lawful attorneys in fact, hereby authorizing them or a majority of them for us and in our names and stead to collect and receive all moneys due to the estate of the said Sallie Jane Trowbridge, to issue checks, receipts or other proper vouchers therefor and to distribute and pay said moneys when so collected to and amongst us, the said "heirs", in the manner prescribed in subdivision "b" hereof; and for the purpose of making such collections, to institute, prosecute and defend any and all suits or actions of any sort; to discontinue, compromise, submit to arbitration and settle such proceedings and any claims in favor of or against said estate upon any evidence which they or a majority of them may think sufficient and generally to act in regard thereto, as we, if personally present, might act; without responsibility for loss due to any mistakes of judgement; with full power of substitution and revocation; hereby ratifying and confirming all that our said attorneys or a majority of them may lawfully do by virtue hereof.

In witness whereof we, the said heirs have hereunto set our hands and attached our seals on this the ~~11th/12th~~ thirtieth day of March, in the year of our Lord one thousand, nine hundred and fourteen, and in the one hundred and thirty-eighth year of the Independence of the United States of America.

(Over)