

STATE OF SOUTH CAROLINA 0  
 COUNTY OF GREENVILLE 0

## DECLARATION OF TRUST

Whereas, by deed dated May 15, 1945, and recorded in Deed Book 275, page 335, R.M.C. office for Greenville County, A. G. New conveyed to the undersigned W. S. Batson as Trustee for M. G. Batson a certain lot of land situate on the West side of Highway 25 in Paris Mountain Township, and ,

Whereas, by deed dated May \_\_. 1945, Charles A. New by his Attorney in Fact, Mary Sims New, conveyed to the undersigned W. S. Batson, Trustee for M. G. Batson, Lot No. 24, Block 2 of property shown on Plat Book C, page 199, R.M.C. office for Greenville County, and,

Whereas, the said Charles A. New by Mary Sims New, Attorney in Fact, by deed dated August 10, 1945, to be recorded, conveyed to the undersigned W. S. Batson, Trustee for M. G. Batson, the same lot of land, being Lot No. 24, of Block 2, as shown on Plat recorded in Plat Book C, at page 199, the last deed being given to correct the deed next above referred to, and,

Whereas, no terms of trust were set forth or expressed in any of said deeds, although the undersigned as grantee in said deeds and as Trustee for M. G. Batson was familiar with the terms of trust intended to be set forth and imposed, and now desires to declare and express in writing the terms of trust under which the two above referred to pieces of property are held,

NOW THEREFORE, I , W. S. Batson as Trustee for M. G. Batson, in consideration of the premises, do hereby declare and set forth the terms of trust under which I hold the above referred to two pieces of property for M. G. Batson, cestui que trust:

1. With power and authority to grant, bargain, sell and convey said property or any part thereof for such amount and on such terms and conditions as to the Trustee in his sole discretion may seem advisable, and to execute and deliver all necessary instruments or deeds in connection therewith.
2. With full power and authority to mortgage or pledge any portion or all of said property and to execute and deliver all necessary instruments or mortgages in connection therewith.
3. To collect all rents and profits arising from or derived from said property or any portion thereof, and to make demand and sue for, if necessary, any rents or profits due, and to give proper receipts and acquittances therefor.
4. To make all necessary repairs and keep said property in good condition, and to make additions to any buildings or building now situate on said property; or to erect any new buildings or structures which the Trustee may deem advisable.
5. To pay all taxes, insurance premiums and other proper charges against said property or any portion thereof.
6. To Pay the net income arising from the above described property either monthly or quarterly as the Trustee may elect, to the cestui que trust M. G. Batson or his assigns.
7. In the event of the death of the Trustee W. S. Batson then his successor is to be W. Smith Batson, Jr.
8. In the event of the death of M. G. Batson the cestui que trust before the complete determination of this trust, then the Trustee holding said property is to sell same as a whole or in parcels, and to pay over to Frances Batson a daughter of M. G. Batson the sum of \$1000.00, and to divide the remaining funds equally between the brothers and sisters then living of M. G. Batson the cestui que trust.