

TOGETHER with all and singular the Rights, Hereditaments and Appurtenances to the said Premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the Premises before mentioned unto the said Marguerite G. Whitmire, as Trustee for James M. Whitmire, Jr., her successors and assigns, forever, in trust nevertheless, upon the following terms, and conditions and with the full right and powers (1) to hold the legal title to said property and to sell, lease, mortgage or convey by proper deed the said property, or any part thereof, at such price or prices and upon such terms and conditions as she may determine upon, to re-sell, re-lease and re-mortgage the said property, or any part thereof, and in any such sale or re-sale, to receive in payment, cash security or other property, real, personal or mixed, and to defer payment of a portion of the purchase price, any such deferred payments to be evidenced by note of the purchaser, secured by mortgage upon the land involved in such sale, or by a contract of sale providing for delivery of deed only upon payment of such deferred portion of the purchase price; (2) To borrow money upon the above described property, and to secure the same by the execution of a mortgage thereon to the lender; (3) To exercise all the power hereinabove granted as to any land or property taken in trade or payment of the land herein conveyed or any substituted land or property; (4) To prosecute any claim or bring any suit in her own name for the protection or preservation of the said property and/or her title thereto which may seem to her advisable, and to employ counsel for such purpose; (5) To pay all costs and expenses incurred in the exercise of any and all powers herein granted, to pay taxes and such further sums as she may deem necessary for the protection and preservation of the trust property, and her title thereto, free and clear of liens and encumbrances, and to pay over all net proceeds to James M. Whitmire, Jr., his heirs and assigns; (6) Any purchaser or lender dealing with the trustee herein shall not be required to see to the application of the proceeds of sale or to the proceeds received by the trustee on any mortgage loan made thereon.

