

provided, however:

(a) That the Executors of the Estate of William Choice Cleveland shall have the option of purchasing said property upon the terms and conditions as requested or approved by the Grantor, his executors, administrators, heirs or assigns, at anytime within seven (7) days after the receipt of such request or approval by the Trustee.

(b) That so long as the covenants and restrictions imposed upon the subdivision known as Cleveland Forest (said covenants and restrictions being recorded in the R. M. C. Office for the State and County aforesaid in Plat Book "K", at pages 45 and 90) remain in force and effect, any conveyance of this lot shall be made expressly subject thereto, and also to an additional restriction that no part thereof, so long as the aforesaid covenants and restrictions remain effective, shall be used in any way as a public street, thoroughfare or passageway.

2. Should this lot, or any part thereof, be condemned for public use by the City of Greenville, said Trustee shall use the proceeds of any award therein to defray all expense incident thereto, including reasonable attorney's fees; to reimburse the Grantor, his Executors, Administrators, heirs and assigns for all taxes paid on this lot after the date of this conveyance and pay over the remaining proceeds to the Executors of the Estate of William Choice Cleveland. Any portion of the lot not included in the condemnation, shall thereupon be reconveyed to the Grantor, his Executors, Administrators or assigns, subject to the provisions of section 1(b) above.

3. The net proceeds from any sale or transfer, other than by condemnation, shall be paid over to the Grantor, his Executors, Administrators, heirs and assigns.

4. The Trustee herein is acting gratuitously and shall incur no liability whatsoever by reason hereof other than for the wilfully disregard of the terms and conditions hereof.

5. No purchaser shall be obligated to verify the regularity of the conveyance by the Trustee, but may conclusively presume that the same has been requested or approved by the Grantor, his Executors, Administrators, heirs and assigns, in writing and that the Executors of the Estate of William Choice Cleveland have knowingly failed to exercise this option to purchase the same. Likewise, such purchaser shall be under no obligation to see to the application of the purchase price.

6. The Grantor agrees to pay all taxes accruing upon said lot.

And I do hereby bind myself and my heirs, Executors and Administrators to warrant and forever defend all and singular the said Premises unto the said The First National Bank of Greenville, S. C., as Trustee, its successors and assigns, against me and my heirs and