

Samuel E Mays
of
No Beattie trustee

Deed
of
Trust

The State of South Carolina
Whereas Samuel E Mays of Green
-ville District in the State aforesaid
of making a vestable and sufficient

provisions for the support and maintenance of my wife Catherine M
Mays and an children. Now know all men by these presents that I
the said Samuel E Mays in consideration of the promise aforesaid and
of the sum of five dollars to me paid by Heamlin Beattie of Greenville
District in the said State have granted bargained sold and released and by
these presents do grant bargain sell and release unto the said Heamlin
Beattie all the following pieces parcels and tracts of land, viz, Tract No
1 Situate lying and being in the District of Greenville in the said State
beginning at a sycamore on the north bank of Little Saluda River and
running thence N 87 1/2 W 26.50 to a cherry tree thence N 31 1/2 E 115.50 to a
hickory thence N 46 E 47.50 to a small red oak thence S 56 E 14.70 to a stake
thence S 26 W 22.25 to a Red oak thence S 70 E 70.50 across the middle
fork of Saluda River to a stake thence S 20 W 100 to a chestnut oak thence
thence S 89 E 18.50 to a stake thence S 48 W 19.80 to a chestnut oak thence
S 75 W 13 to a poplar thence N 85 W 13 to a stake in the head of a branch
thence down the said branch to its mouth thence up the meanders of
the south fork of Saluda River to the beginning sycamore containing
fifteen hundred and seventy four acres more or less as will be seen by
reference to the plat thereof. Tract No 2 Situate in the said District of
Greenville beginning at a hickory on the bank of the middle fork of Saluda
River and running thence N 70 W 42.50 to a post oak thence S 9 E 36 to a
chestnut thence S 55 E 44 across the said middle fork of Saluda River
to a stake thence S 47 W 26 to the beginning hickory corner containing
one hundred and twenty six acres more or less as will be seen by reference
to the plat thereof. Tract No 3 Situate in Pickens District in the State
aforesaid beginning at a sweet Gum on the south bank of Saluda
River below the junction of the south and middle fork thereof and
running thence S 70 W 54 to a stake thence N 20 W 49.50 to a Spanish
oak thence on the bank of the south fork of Saluda River thence down the
meanders of the said south fork and main Saluda to the beginning sweet
gum corner containing three hundred and two acres more or less as
will be seen by reference to the plat thereof. Tract No 4 Situate also
in Pickens District in the State aforesaid beginning near an old
road at a pine stump corner and running thence West 51 to a Red oak
thence N 40 to a stake thence a crop a road and a branch
thence S 53 E 64 to the beginning corner containing one hundred acres
more or less, as will be seen by reference to the plat thereof. Also all
my right title and interest in and to Tract No 5 Situate in Green
ville District aforesaid and in the State of North Carolina consisting
of three grants two of which on Mathews Creek containing four
hundred acres each were made to Samuel Earl on the 5 day of
August 1799. the third containing one thousand acres also on
Mathews Creek was made to Samuel Earl and Gabriel Benson
on the 4 day of September 1807. as will be seen by reference to
the plat thereof which are made part of this deed for the present
and future a portion of which however being covered by older grants

it is not intended to convey it containing in the aggregate four
thousand and two hundred and two acres less that part of the Mountain
land covered by older grants. The said lands being the same which
were conveyed to the said James B Mays by James Minam Mays by deed bearing
date the fourth day of June one thousand eight hundred and fifty eight and
by said James B Mays conveyed to me by deed of even date with these
presents. Together with all and singular the right members hereditam
-ent and appurtenances to the said premises belonging or in any wise
incident or appertaining. To have and to hold all and singular the
premises before mentioned unto him the said Heamlin
Beattie his successors heirs and assigns for ever but only to for and
upon the following uses purposes and trusts and to for and upon no
other use purpose or trust whatsoever that is to say. In trust first that the
said premises shall be subject to the lien of a mortgage for the sum which
I have this day executed to James B Mays to secure the payment to the said
James B Mays of a sealed note of even date with these presents for
seventeen thousand dollars payable three years after date with interest
from date annually the same having been given for the purchase
money of the above described premises, and in trust further that I
the said Samuel E Mays shall have the right to cultivate and occupy
said premises so long as may be necessary for the appropriation of the
proceeds thereof to the payment and satisfaction of the said sealed note
and mortgage to the said James B Mays, and in trust further subject
only to the lien and incumbrance aforesaid for so long and so far as
they may continue to exist, that the said Heamlin Beattie shall hold
the said premises to the sole separate and exclusive use benefit and
 behoof of the aforesaid Catherine M Mays free from the debts liabilities
and control of myself or any other person for and during the term of
her natural life and at the death of the said Catherine M Mays in
trust for the children of myself and the said Catherine M Mays then
surviving here the child or children then surviving of any predeceas
ed child or children to take the share to which the parent would have
been entitled if living. And in trust further that if the said Catherine
M Mays should die with no child of myself and said Catherine
M Mays or child of predeceased child surviving her that the said
premises shall revert immediately to myself and my heirs to be held
thenceforth free and discharged from all trusts and limitations
And in trust further that at any time during the life of the said
Catherine M Mays upon her request to such effect made in writing before
two subscribing witnesses the said Heamlin Beattie shall sell and
convey any part or all of the foregoing premises and reinvest the proceeds
as thus requested such reinvestment to be subject to the uses conditions
and limitations hereunder for us for us and the purchase of said
premises or any part thereof shall not be held liable for the payment
or appropriation of the trust fund by the said and that futural sales
and reinvestments of such trust property shall be made in like manner
and upon like conditions and in trust further that upon the written
request before two subscribing witnesses of the said Catherine M Mays
another trustee may be appointed and substituted in the place of the
said Heamlin Beattie and that the said Heamlin Beattie shall