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State of South Carolina,

County of Greenville.

WHEREAS, T.W. Barr, George T. Barr, Bessie M. Lipscomb, L.L. Barr, Annie B. Wilkinson and George D. Barr have sold to J. Robert Martin, a certain lot of land situate on the north-east corner of Main and Broad Streets in the City of Greenville, in said State and County; NOW, THEREFORE, KNOW ALL men by these presents, that we, the said T.W. Barr, Bessie M. Lipscomb, L.L. Barr and George D. Barr have nominated, constituted and appointed, and by these presents do nominate, constitute and appoint the said George T. Barr our true and lawful attorney and trustee for us and in our name and stead to collect the purchase price of said lot and to hold the same as Trustee for us; with full power to accept a portion of said purchase price in cash, the remainder thereof to be evidenced by a note secured by a mortgage on the land so conveyed; said note and mortgage to be executed by the said J. Robert Martin to the said George T. Barr, individually and as Trustee for the said T.W. Barr, Bessie M. -Lipscomb, L.L. Barr and Annie B. Wilkinson; and we do hereby authorize the said George C. Barr to hold said note and mortgage in trust as aforesaid and to collect the same and to pay the proceeds thereof, together with the cash portion of the purchase money to the said T.W. Barr, George T. Barr, Bessie M. Lipscomb, L.L. Barr and Annie B. Wilkinson; so that each of said five last named persons, or their respective heirs, executors, administrators or assigns shall eventually receive one fifth (1/5) of said purchase price.

Hereby giving and granting unto the said George T. Barr full power and authority for us and in our names and stead to receive any sums of moneys which may from time to time be paid to him as such Attorney and Trustee on account of said note and mortgage and to hold the same for our benefit; to grant from time to time extensions of time for the payment of any sums due on said note and mortgage and to accept partial payments thereon and to release portions of the land covered by said mortgage from the lien thereof where such releases may be made without risk of loss, and upon payment of the whole amount secured by said mortgage to satisfy the same of record; with full power and authority to do all acts whatsoever reasonably necessary or expedient in connection with said mortgage as fully and completely as we or any of us might do the same is personally present, even though such acts would seem to require fuller and more detailed authority than is hereby specifically granted; with full power of substitution and revocation.

Hereby ratifying and confirming for ourselves and on behalf of our heirs, executors, administrators and assigns any act or acts which the said George T. Barr or his substitute or substitutes may hereafter lawfully do by virtue of these presents.

And we do hereby on behalf of ourselves and our heirs, executors, administrators and assigns covenant and agree to and with each other and to and with the said George T. Barr, Attorney and Trustee as aforesaid, that in the event that the said George T. Barr shall at any time renounce the said trust or decline to act further as such trustee, then it shall be lawfully for a majority in interest of the said beneficiaries George T. Barr, T.W. Barr, Bessie M. Lipscomb L.L. Barr and Annie D. Wilinson, by any writing or writings signed by the said majority, to appoint a new trustee or trustees to act in place of the said George T. Barr; this power to be exercised from time to time and so often as such vacancy may occur; the new trustee or trustees so appointed to be vested with all of the rights and powers hereby vested in the said George T. Barr: and in the event that any one or more of the five beneficiaries lest above named shall have died prior to the time of the appointment of such new trustee or trustees, then such appointment may be signed by the Executor or Administrator of the person or persons so dying, with like effect in all respects as though such appointment had been signed by said deceased person or persons during their lifetime.

Witness our hands and seals this the 23rd, day of January, in the year of our Lord, one thousand nine hundred and eleven (1911).

Signed, sealed and delivered

In the presence of:

S.B. Stover,

John W. Lipscomb.

Bessie M. Lipscomb, (Seal)

L.L. Barr, (Seal)

G.D. Barr, (Seal)

State of South Carolina, County of Greenville.

Personally appeared before me Jno. W. Lipscomb and made oath that he saw the within named Bessie M. Lipscomb, L.L. Barr, T.W. Barr & G.D. Barr, sign, seal and as their act and deed, deliver the within written instrument, and that he, with S.B. Stover witnessed the execution thereof.

Sworn to before me this 30, day of January A.D. 1911. T.G. Davis, (Seal)

John W. Lipscomb

Notary Public for S.C.