

It is understood and agreed that twenty-four lots, besides the lot next to the Funderburke house, are to be excepted from the terms of this agreement. Not more than eight of these lots, are to be excepted from the twenty-eight-lot section fronting on the Augusta Road.

The lot on which the Hoyt Green house stands is also excepted from the terms of this agreement. This lot is at or near Meyer's Drive Projection.

The above lots so excepted are designated on the Plat of the above described property of record in the R. M. C. Office for Greenville County, S. C., in Plat Book S, Pages 121-.23.

or other property received in exchange, and after payment in full of all costs of development, operation, maintenance and taxes to divide the net proceeds among the parties to this instrument, said division be made at reasonable intervals. The purchaser or purchasers of said property shall not be required to see to the application of the purchase money or any part thereof.

The above described land is the same conveyed to me by on the day of 19 deed recorded in office of Register of Mesne Conveyance for Greenville County, in Book Page

TOGETHER with all and singular the rights, members, 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 Hazel Lee Jenkinson and Annie C. Jenkinson, as trustees, their successors,

heirs and assigns forever, in trust, to hold, control, manage, subdivide, lease, and develop the same, and to sell and convey by warranty deed the whole or any part thereof for cash or upon credit, secured by purchase money mortgage and upon such terms as are acceptable to said trustees, to exchange for other property, to collect rents, income and the proceeds of sale or exchange, to enter satisfaction of mortgages payable to said trustees, to borrow money for the purpose of developing this property AND we do hereby bind ourselves, our heirs, executors

and administrators, to warrant and forever defend all and singular the said premises unto the said

Hazel Lee Jenkinson and Annie C. Jenkinson, as trustees, their successors,

heirs and assigns, against us and our heirs and every other person whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hand and Seal this 6 day of Sept

in the year of our Lord one thousand nine hundred and forty -eight.

Signed, Sealed and Delivered in the Presence of

*A. Henry*  
*Barney Davis*

*Mary G. Jenkinson* (SEAL)  
*J. Roy Jenkins* (SEAL)  
*Ellie G. Jenkinson* (SEAL)  
*Julia H. Jenkinson* (SEAL)  
*Fanny J. Underwood* (SEAL)  
*W. R. Jenkinson* (SEAL)