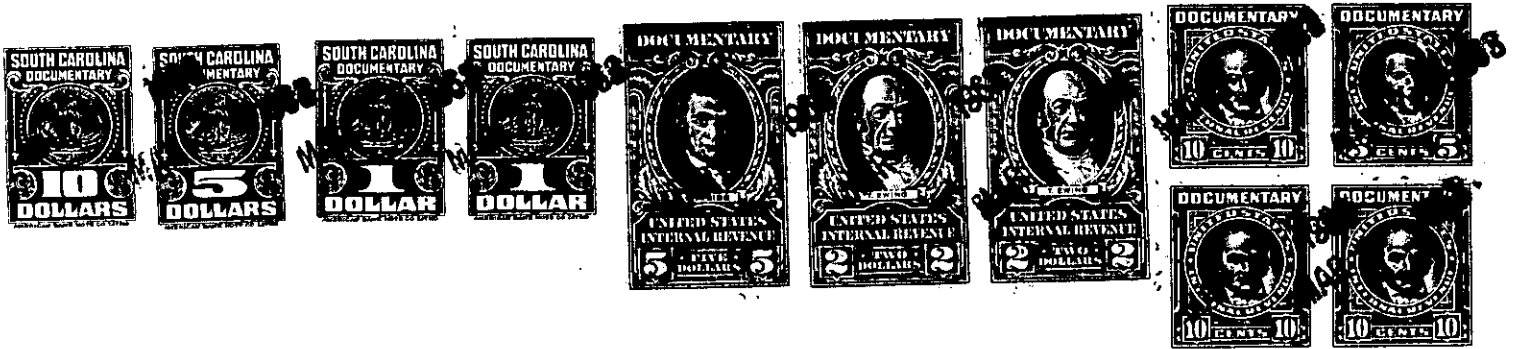


private sale, for cash or on such terms as the Trustee may deem proper, resell or transfer all or any part thereof, in such manner and upon such terms as he may deem advisable, without any obligation upon the purchaser to see to the application of the proceeds of sale; to borrow money and to give a security mortgage covering the trust property, or any part thereof, to the lender as security for the repayment of the loan, and to execute a promissory note or notes for the amount of money borrowed, payable to the lender, without any obligation upon the lender to see to the use of the proceeds of such loan; to develop and subdivide the property; to make and deliver leases on all or any part of the property herein conveyed, on such terms and conditions as he may deem advisable, regardless of whether or not such leases may extend beyond the probable or actual duration of the trust. All of the foregoing powers herein granted the Trustee are also granted to his successors, and said Trustee and his successors may exercise all such powers without the order of any court or judge and any purchaser of the trust property or lender to whom the property is conveyed as security for a loan to the Trustee is hereby relieved of the necessity of further investigating the Trustee's power to convey or sell said trust property.



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

Harry R. Stephenson, Jr., Trustee for Dan H. McKinney, Wilkins Norwood, Harry R. Stephenson, Jr. and William K. Stephenson, under Agreement dated June 21, 1962, his successors, heirs and assigns forever.

AND I do hereby bind myself, my heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Harry R. Stephenson, Jr., Trustee for Dan H. McKinney, Wilkins Norwood, Harry R. Stephenson, Jr. and William K. Stephenson, under Agreement dated June 21, 1962, his successors,

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

WITNESS my Hand and Seal this 5th day of March 19 63 .

Signed, Sealed and Delivered
in the Presence of

Patricia A. Pierce
Walter H. Johnson Jr.

Velva M. Taylor (SEAL)
_____(SEAL)
_____(SEAL)
_____(SEAL)
_____(SEAL)