

FILED
GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

AUG 5 11 29 AM 1936 D E E D

BOOK 803 PAGE 405

KNOW ALL MEN BY THESE PRESENTS, That we, Walter W. Goldsmith and Wm. R. Timmons, Jr., as Trustees for Walter W. Goldsmith, Wm. R. Timmons, Jr., William J. Goldsmith and Henry P. Willimon, in consideration of the sum of One (\$ 1.00) Dollar, to us in hand duly paid at and before the sealing and delivery of these presents; have granted, bargained, sold and released, and by these presents, do grant, bargain, sell and release unto William J. Goldsmith and Henry P. Willimon, as Trustees for Walter W. Goldsmith, Wm. R. Timmons, Jr., William J. Goldsmith and Henry P. Willimon, their successors and assigns, forever:

ALL that certain piece, parcel or lot of land in the state and county aforesaid, located on the southeast side of Heyward Road, having the following metes and bounds, to wit:

BEGINNING at an iron pin on the southeast side of Heyward Road 37 feet from an iron pin on unnamed street and running thence with Heyward Road N. 14-29 E. 375 feet to an iron pin; thence S. 75-31 E. 492 Feet to an iron pin; thence S. 1-41 W. 102.6 feet to an iron pin; thence S. 4-33 E. 56.8 feet to an iron pin in branch; thence along the center line of said branch, the traverse line of which is S. 30-30 W. 300 feet, more or less, to the line of unnamed street; thence with unnamed street, N. 70-10 W. 445 feet to an iron pin; thence N. 27-51 W. 37 feet to the point of beginning.

In trust, nevertheless, to hold legal title to the property for the use and benefit of Walter W. Goldsmith, William J. Goldsmith, Wm. R. Timmons, Jr., and Henry P. Willimon, to make repairs and capital improvements thereon from time to time, to pay the taxes and insurance, and to collect the rents and profits; to lease the property, or any part thereof, for such term or terms, and upon such conditions and rentals, and in such manner as in the exercise of their discretion they may determine, irrespective of whether the term of any such lease shall exceed the duration of this trust, and to renew or modify any such leases; upon the consent of all the beneficiaries to mortgage or sell said property upon such terms as may be consented to by the beneficiaries; and to execute the necessary instruments and covenants to effect unto the foregoing powers.

The Trustees shall, upon request of a majority in interest of the beneficiaries, convey this property to the beneficiaries, free of trust, If this trust is not sooner terminated by conveyance to beneficiaries, it shall cease and determine on the 31st day of December 1981.

In the event that either Trustee shall be unable or unwilling to continue to serve, the remaining Trustee shall have the right to exercise all powers which could be exercised by the two Trustees, together, until a successor is appointed. A successor Trustee shall be appointed upon agreement by a majority of the beneficiaries. Either Trustee singly shall have full power to act in all ordinary transactions affecting this property, but the signatures of both shall be required on leases, deeds, mortgages, or other instruments of conveyance.

493-259-1-1

(Continued on next page)