State of South Carolina,

County of Greenville.

" Deed of Trust "

Know All men by these presents, That I, J.W. Norwood, of the County and State aforesaid, in consideration of the sum of Five (\$5.00) dollars to me in hand paid by my wife, Fannie C. Norwood, As Trustee, and in consideration of natural love and offection for the beneficiaries hereinofter mentioned, have granted, bargained, sold, released and conveyed, and by these presents do grant, bargain, sell, release and convey unto the said Fannie C. Norwood, as Trustee All that lot of land situated in the County and State aforesaid, in Ward #3, of the City of Greenville on the west side of South Richardson Street and having the following lines, to-wit: Beginning at a point on the West side of Richardson Street at the southeast corner of the property of Washington Street Hotel Company, being approximately ninety-five (95) feet from Washington Street, and running thence with Richardson Street in a southerly direction fifty (50) feet to corner of lot now or formerly of Luxemburger; thence in a westerly direction with Luxemburger's line one hundred forty (140) feet to a stake; thence in a northerly direction fifty (50) feet to stake; thence in an easterly direction, parallel with Washington Street along the rear line of lots of McDaniel, Mills and Washington Street Hotel Company, one hundred forty (140) feet to the beginning corner, being the lot on which is now situated the Imperial Hotel Annex, or Addition, and being part of the lot conveyed to the grantor by Jas. McPherson and others, by deed dated February 25, 1913 and recorded in the R.M.C. Office for Greenville County in Volume 22, page 161.

To have and to hold all and singular the said premises unto the Farmie C. Norwood, as Trustee, her heirs and assigns, in trust, nevertheless, for the following uses and purposes to-wit:

First - In trust, without charge on her part for so doing, to hold, manage, control and lease the said property, to collect the rents, profits, and income therefrom and out of the same to pay the charges hereinafter provided for and the balance of such rents, profits, and income to dispose of as hereinafter provided; with power to sell and convey the same at such price and on such terms as said Trustee may deem best, to collect the proceeds of sale and re-invest the same in such property or assets as said Trustee may deem best; and with like power to re-sell and re-invest as often as said Trustee may deem expedient; or to loan or re-loan the proceeds of sale, or any re-sale, or any part thereof, on such securities as the Trustee may deem sufficient; and so to loan and re-loan as often as she may deem advisable; the said Trustee to collect the rents, profits, interest and other income from such re-investments or loans, and hold, manage, control, and dispose of the same as is hereinafter provided.

Second - In trust, further, out of the income derived from said property, or from any re-investment of the proceeds of sale thereof, or from any loans made from the proceeds of sale thereof, first to pay all taxes, insurance premiums, and repairs, and other ordinary expenses of operation and maintenance.

Third - In trust, further, out of the net annual income to set aside and appropriate each year the sum of one thousand (\$1,000) Dollars, if so much remain from said income, to be used for the support and benefit of my daughter, Laura C. Norwood, so long as she may live, such sum to be paid over to her by said Trustee, or to be expended by said Trustee for the use, benefit and support of my said daughter, according to the discretion of the Trustee; provided that any portion of said annual sum not used for the support and benefit of my said daughter for any one year, may be -

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expended for the benefit and support of my said daughter during the subsequent years, and until so used to be invested by my said Trustee, and in case of the death of my said daughter without lineal descendants then any unexpended portion of the sums hereby appropriated for the benefit of the said Laura C. Norwood to become a part of the general corpus herein provided for, to be held by said Trustee, and to be disposed of as herein provided; but if the said Laura C. Norwood should die leaving lineal descendants then such unexpended portion of the annual sums hereby appropriated for her benefit to be paid by such Trustee to such descendants per stirpes, freed from all trusts—this provision to be in lieu of any other trust heretofore created by me for the benefit of said Laura C. Norwood.

Fourth - In trust, further, out of the remainder of the net annual income from such property to appropriate the sum of one thousand (\$1,000) dollars annually for the support and education of each of my sons, John W. Norwood, Jr., Benjamin K. Norwood and Oliver Norwood during their minority; said sums to be used by my said Trustee in her own discretion and without liability to account therefor, for the use, education, maintenance and support of my said sons, respectively, during minority; provided that if the income during any one year should be insufficient to cover said appropriations then and in such case the deficiency may be met out of the net annual income of other years, and when my said sons shall respectively reach the age of twenty-one years, the amount appropriated for their benefit to be paid over to them respectively each year during life. Fifth - In trust, further, to invest in such property as she may think best, with power to resell and re-invest as set forth in the first paragraph hereof, any net income derived from said property after providing the sum hereinbefore indicated, said fund, in the discretion of such Trustee, to be used in meeting any deficiency in the amounts payable to such children as hereinbefore indicated, or to be used in improving or repairing such property, or if not so used, to be added to the corpus, and to be disposed of as hereinafter provided.

Sixth - In trust, further, at the death of my said children, after the payment of the annuities here imbefore provided for my said children, to divide the corpus with all accumulations and additions thereto per stirpes among the lineal descendants of my said children, provided that upon the death of any of my said children having no lineal descendants, the share or portion which otherwise would have gone to such lineal descendants shall immediately cease and determine, the same becoming a portion of the corpus, and subject to division and distribution as herein provided among the lineal descendants of the other of said children; provided further that upon the death of any of my children leaving lineal descendants, said descendants are to have their pro rata share in the corpus and accumulations set off and delivered to them free of all trusts, with the further right to receive their proportionate increase in the event of the subsequent death of any of my other said children without lineal descendants.

Seventh - In trust, finally, at any time should she no longer desire to execute and carry out the terms of this trust, to relieve herself of all duty and responsibility thereunder by conveying the corpus, with additions and accumulations them existing, to any reputable trust company, subject to the trusts hereinabove set forth, in which event the annuity of One Thousand (\$1,000) Dollars provided for each of my said sons is to be paid over by such company as Trustee each year during the respective minorities of my said sons to their mother, Famile C. Norwood, to be used, held and -

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