

To have and to hold the above mentioned and described real estate, personal property, stocks and securities of every kind to the said Parties of the Second Part, their Heirs, Successors and Assigns, upon the following uses and trusts, that is to say:-

Whereas the Party of the First Part is indebted to The Bank of Commerce of Greenville, South Carolina in the principal sum of Twenty-two thousand six hundred seventy-four & 20/100 Dollars, for which she has made and executed her promissory note, bearing date the 28, day of December, 1916, which said note is endorsed by Vivian Q. Guion and Louis I. Guion, payable the 28th, day of December 1917, with interest from date at the rate of seven per cent per annum, and she is anxious to secure the payment of the said indebtedness represented by the said note, and any and all renewals thereof, and also to protect and indemnify the endorsers of said note and any and all endorsements on any and all renewals thereof from time to time;

X Now, therefore, in consideration of the premises and in order to secure the said indebtedness, the said Parties of the second part are hereby authorized and empowered to sell, convey and transfer said real estate, and all and any pieces or parcels thereof, from time to time, by public or private sale and upon such terms and in such manner as to them shall seem most judicious and proper, and upon such sale to make and to execute any and all necessary and proper deeds, conveyances or acquittances, as fully as the Party of the First Part might or could do. And out of the proceeds of said sale, and the securities, if any, taken upon such sale, to pay off, discharge and adjust and liquidate from time to time the indebtedness of the Party of the First Part before mentioned and described, together with any and all necessary costs and expenses of making such sales and conveyances and of carrying out the terms and obligations of this instrument.

Said Trustees are fully authorized and empowered for and in behalf of the Party of the First Part to sell, assign, transfer and convey, at public or private sale, and upon such terms as they may deem best, all her right, title, and equity of every kind in and to all the stocks, securities and personal property of every kind above mentioned and described, and to apply the proceeds or securities thereof to the costs and expenses of administering this trust, and to the payment, discharge, adjustment and liquidation of the indebtedness hereinabove specified.

The said Trustees are further authorized and empowered, when they may deem it necessary and proper, to adjust and renew or change any of the collaterals and securities which have been given by the Party of the First Part to the Bank of Commerce of Greenville, South Carolina or to any other creditor of the Party of the First Part in such manner as they may deem for the best interest of the party of the First Part, and for that purpose said Trustees are authorized and empowered to take any steps, make and execute any and all papers, acquittances, assignments, releases or conveyances, as fully as the Party of the First Part might or could do.

And in case of the sale or any of the property herein specified, or change of investment or security; the purchaser is fully absolved from any liability or responsibility in connection therewith and it shall not be incumbent on such purchaser to look to the investment or application of the proceeds of any such sale, adjustment or change of property or security.

In case of disagreement between the parties of the Second Part as to the propriety or wisdom of making a sale, conveyance, assignment, transfer or re-adjusting any of the properties, real or personal, or securities above mentioned, then said Parties of the Second Part shall call to their assistance B.A. Morgan and Louis I. Guion and the decision of the majority of them shall be accepted by the Parties of the Second Part and they shall act in accordance therewith.