

(Deed )

State of South Carolina,

County of Greenville.

Whereas I, D.D. Davenport of the State and County aforesaid, desire to establish a School Building in the City of Greer, in said County and State, to be used for the education of the white youth of this country, under the terms and conditions hereinafter set forth:

And Whereas, the land or site for said building has not been purchased, nor any building in hand suitable for the use aforesaid,

Now Therefore, I the said D.D. Davenport, in consideration of the foregoing premises, do herewith deliver to W.M. Ballenger, B.A. Bennett, J.C. Cunningham, R.M. Hughes, Dr. R.L. Marchant, A.R. Wood and J.D. Wood, as a Board of Trustees, the sum of Fifty thousand dollars, in cash or in notes and mortgages, in trust, nevertheless, for the following uses and purposes, to-wit: To purchase a suitable lot or tract of land in the City of Greer, in the County and State aforesaid, and thereon erect or cause to be erected, in their discretion, the kind and character of building suitable for school or college purposes, for the training and education of the white youth of this country; that the title to said property shall vest in the aforesaid persons, as trustees, and their successors. Any vacancy at any time occurring in the said Board of Trustees, as now or as it may hereafter be constituted, shall be filled by a majority of the remaining members of said Board. That when said land has been purchased and the building thereon erected, the possession of said premises shall be turned over to the Board of Trustees for the School District of, or in which, Greer is or may be situate, to them and their successors, for the purpose of a school or college being conducted therein; that the aforesaid trustees by name herein created, shall not be liable for the conduct of such school or college, nor vested with any right or authority in the conduct of the same, nor shall they, any of them, or me or my estate be liable for or on account of any expense incident thereto or growing out of the conduct of same, nor for any money spent by said Board of Trustees for said School District, in repairs or maintaining said premises; the intention here being to provide the site and the building for the use and occupation for school purposes as aforesaid without charge therefor.

This trust is upon the further condition, which condition is a condition subsequent, that upon said premises being abandoned for the purposes aforesaid, or that it be not used or cease to be used in the manner and cause hereinbefore stated, then, and upon the happening of either event, said land and building, and the title thereto, shall revert to and vest in me or my estate, the trust herein imposed be discharged - and a like condition shall apply to the sum herein donated, if not invested or used as herein directed; provided as a further similar condition, that the said Board of Trustees by me named, their successors in office, shall purchase the site and begin the erection of said building within three years from the date hereof, and shall within five years from the date hereof complete the whole, unless delayed by the U.S. Government or the exigencies of war, then in the time most reasonable thereafter, and upon the further like condition that the Board of Trustees for the aforesaid School District shall pay any and all taxes and assessments that may be made against or laid on said property, and maintain proper and sufficient insurance against injury or destruction by fire, and upon the further like condition that said premises shall be known and designated "The D.D. Davenport High School".

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