

The State of South Carolina,
COUNTY OF GREENVILLE.

KNOW ALL MEN BY THESE PRESENTS, That I, Lois Cody, in the State aforesaid, in consideration of the sum of Ten & no/100 (\$10.00) Dollars, to me in hand paid at and before the sealing of these presents by The South Carolina National Bank of Charleston, (Greenville Branch), of these presents by The South Carolina National Bank of Charleston, (Greenville Branch), Trustee upon the terms and conditions hereinafter set forth (the receipt whereof is hereby acknowledged), have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said The South Carolina National Bank of Charleston, (Greenville Branch), Trustee:-

All that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina in the City of Greenville in Ward 1 of said City on the South side of Earle Street, and having the following metes and bounds, to-wit:-

Beginning at an iron pin on the South side of said West Earle Street at a point 217 1/2 feet from the intersection of Wilton and Earle Streets; and at the corner of the lot owned by Reid Jackson, and running thence with said Jackson's line S. 5 1/2 N. 150 feet to an iron pin; thence S. 84 1/2 E. 50 feet to an iron pin; thence N. 5 1/2 S. 150 feet to pin on said Earle Street; thence with said Earle Street N. 84 1/2 W. 50 feet to the beginning corner.

The above property having been devised to me under the will of my father, Dr. Z. Cody, said will being on record in the Probate Court for Greenville County, S. C.

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 The South Carolina National Bank of Charleston (Greenville Branch), Trustee, its successors and assigns, in trust upon the following terms and conditions:-

(1) To Have full charge and management of said property with power to lease the same from time to time and upon such terms as it may deem best, to collect the rents, issues and profits therefrom with full power to take whatever proceedings may be necessary to secure the payment thereof and to make such repairs, alterations and/or improvements as in its judgment may be necessary and to the best interest of the trust estate.

(2) Out of the gross income derived from said property, the trustee shall pay all necessary charges and expenses in connection with the proper management of the same including trustee's commissions, taxes, insurances, repairs and improvements and any legal expenses and attorneys' fees, and after deducting or setting aside such amount as the Trustee in its judgment shall deem necessary for the aforesaid expenses, the net income shall be paid in semi-annual instalments to Mrs. Gertrude S. Cody, (or in the event of her death to her mother, Mrs. J. J. Rheiner, 1814 Summitt Ave., San Antonio, Texas), for the proper maintenance, care, education and support of Edmund D. Cody, Jr., and William Rheiner Cody (children of Mrs. Gertrude S. Cody) during their minority or during the minority of the survivor in the event of the death of either before reaching his majority.

(3) When the youngest of said children, to-wit: William R. Cody, shall arrive at the age of 21 years, or in the event of his death prior thereto, then upon the arrival at the age of 21 of the said Edmund D. Cody, Jr., the Trustee shall convey all assets whatsoever constituting the said trust estate (and any accrued interest) to the said Edmund D. Cody, Jr., and William Rheiner Cody, share and share alike or to the survivor, and in the event of the death of both Edmund D. Cody, Jr., and William Rheiner Cody prior to the time for the distribution of the trust estate, all assets whatsoever constituting the trust estate (and all accrued interest) shall be transferred to Mrs. Gertrude E. Cody, individually, free from any conditions or trust whatsoever; provided, however, if Mrs. Gertrude E. Cody should remarry or be not living at such time the trust estate shall revert to the grantor herein, if living, otherwise the same shall be distributed as a part of the grantor's residuary estate as provided under the terms of such will as may be established as her last will and testament.

(4) The Trustee shall have full power and authority to sell the said real estate and reinvest the proceeds in such other property, real and/or personal located either in South Carolina or in Texas as it shall deem best with power of resale and reinvestment as often as may be necessary, with the further power to transfer upon the same terms and conditions herein set forth any and all property belonging and constituting a part of the trust estate to some trustee selected by it residing in the State of Texas and thereupon to be relieved from any and all further liability in connection with said trusteeship.

(5) Provided further in lieu of leasing the said premises and paying over the net income as hereinabove stipulated, the trustee is hereby given the power and authority to permit the said Mrs. Gertrude S. Cody to use and occupy said premises as a home at any time during the continuance of this trust, provided, however, and it is made an express condition of the right to occupy said premises, that the said Mrs. Gertrude E. Cody shall pay over to the trustee one month in advance of the due date thereof any and all amounts for taxes and assessments against said property and the amount necessary to pay premiums on fire insurance in an amount necessary in the judgment of the trustee to adequately protect said property, and shall cause to be made, and shall defray all expenses incurred on account of any repairs to said premises which in the judgment of the trustee shall be necessary, such repairs to be made within 30 days after written notice to her from the trustee, and it is further stipulated that the said Mrs. Gertrude S. Cody shall pay to the trustee during her occupancy of said premises the sum of \$7.50 semi-annually in payment of its services as trustee.

Upon failure of the said Mrs. Gertrude E. Cody to make payment of any sum or sums required to be paid by her under the preceding paragraph or to comply with any of the conditions herein set forth, the trustee shall have the authority, and is hereby authorized, to proceed to eject the said Mrs. Gertrude E. Cody and any and all other occupants of the said premises in like manner, provided by law for the ejection of tenants from month to month, holding over after expiration of lease or failing to pay rent when due.

(6) The Trustee shall be entitled to the usual commissions provided by law, to-wit: 2 1/2 per cent. on receipts and 2 1/2 per cent. on disbursements.