

STATE OF SOUTH CAROLINA
 COUNTY OF GREENVILLE

FILED
 GREENVILLE CO. S. C.
 1973 OCT 29
 CLERK

MEMORANDUM OF TRUST AGREEMENT

WHEREAS, Prevues Unlimited, Inc., a corporation organized and existing under the laws of the State of South Carolina, hereinafter called "Prevues", has this day given a Mortgage covering Devenger Place, Section I as shown on Plat recorded in the RMC Office for Greenville County, South Carolina in Plat Book 4X, Page 79, and Devenger Place, Section II as shown on Plat recorded in said RMC Office in Plat Book 5D, Page 8, to Bankers Trust of South Carolina, hereinafter called "Bankers Trust", and

WHEREAS, a portion of said property is subject to a Mortgage from Loyd G. Boyer, Alonzo Debruhl and John G. Cheros to Robert H. and Beulah S. Longstreet, hereinafter called "Mortgagee" dated October 26, 1972, and recorded in the RMC Office for Greenville County, South Carolina in Mortgage Book 1254, Page 489, securing payment of a Note in the principal amount of \$101,000.00 payable in annual installments of \$25,250.00 each commencing October 28, 1973, with interest at the rate of Seven (7%) per cent per annum on the unpaid balance, and

WHEREAS, there remains due and payable on account of said Note the principal sum of \$75,750.00, together with interest on said balance at the rate of Seven (7%) per cent per annum from October 28, 1973, and

WHEREAS, said Note, by its terms, does not provide for prepayment of principal or interest and the Mortgagee has declined to accept prepayment or to release the mortgaged premises from the lien of said Mortgage, and

WHEREAS, Lawyers Title Insurance Corporation, hereinafter called "Trustee", has agreed to insure title to the said property and to hold Bankers Trust harmless against loss or damage on account of the line of said Mortgage on the property described in the aforesaid Mortgage, in consideration of the deposit by Prevues with it in Trust of the sum of Eighty One Thousand Fifty Two and 50/100 (\$81,052.50) Dollars, upon the terms and conditions hereinafter set forth, NOW, THEREFORE,

WITNESSETH, this MEMORANDUM OF TRUST AGREEMENT, entered into by and between PREVUES UNLIMITED, INC., a corporation organized and existing under the laws of the State of South Carolina, and LAWYERS TITLE INSURANCE CORPORATION, a corporation organized and existing under the laws of the State of Virginia, with its principal offices at 3800 Cutshaw Avenue, in the city of Richmond, and State of Virginia, and a place of business at 1100 SCN Center, Columbia, South Carolina, by its Branch Manager, David S. Mellichamp, on this 29th day of October, 1973, to-wit:

1. That Prevues has agreed to deposit, and does herewith deposit with the Trustee the sum of Eighty One Thousand Fifty Two and 50/100 (\$81,052.50) Dollars (receipt whereof is hereby acknowledged) in Trust, nevertheless, for the purposes herein set forth;
2. That the Trustee shall invest and reinvest said deposited funds, together with dividends or interest earned thereon, or so much as shall be available after payment of installments of principal and interest due on the Note hereinabove mentioned, in high grade government or corporate bonds, debentures, savings certificates, and/or savings accounts;
3. That out of the funds so deposited, or so much as shall be necessary, the Trustee shall pay the following:

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