

shall as soon as conveniently may be made sale of so much thereof as may be saleable for the best price that can be reasonably had for the same at either public or private sale, and upon such notice and at such place, and upon such terms as the said Trustee may deem best, and collect so much thereof as is outstanding and not saleable. And it is hereby declared and agreed that the said William P. Maulsby Jr. shall stand possessed of the moneys from such sale and collection as aforesaid in Trust for the following purposes. In the first place to pay and reimburse himself all such costs, charges and expenses as may be incurred in the execution of the Trusts hereby created - together with a Commission of six per cent to the said Trustee, and a fair and reasonable fee for the preparation of these presents - And in the second place, in Trust to apply the residue to the payment in full of all such minor sums of money as the Circuit Court for Berkeley County, sitting in Equity shall adjudge to be proper in lieu of my potential right of Dower in the lands conveyed by me the said George R. Dennis and Fannie M. P. Dennis, my wife, to a certain Littleton Upshur Dennis, as herein mentioned, and in the lands and interest and Estates in Lands hereby conveyed to Fannie M. Pherson Dennis, my said wife; And in the 3^d place, in Trust, to apply the residue to the payment in full of the sum of about Six Thousand two Hundred Dollars, with interest on the same from October 28th, 1876, whether the same be more or less, now due and owing by me to Mrs. Fannie M. Pherson. The true intent and meaning hereby being that said Trustee shall pay in full whatever shall be found due by me to Mrs. Fannie M. Pherson, whether the same amount to the sum above named more or less. And in the 4th place in Trust to apply the residue to the payment in full of any and all Mortgages, Judgments, liens and encumbrances in the order of their legal priorities; And in the 5th place in Trust to apply the residue to the payment in full or pro rata as the assets may permit of all the creditors of me the said George R. Dennis, whether in other respects, known or not, who shall within sixty days from the date of this deed signify their assent to the terms thereof, execute and deliver to the said George R. Dennis a full and final release and discharge from all claims and demands against him to the time of executing these presents - and after the payment of said creditors in full, if there should remain a surplus, then in Trust for the payment of the remaining creditors of me the said George R. Dennis equally. And we the said George R. Dennis and Fannie M. P. Dennis, his wife do covenant and agree that the said William P. Maulsby Jr. The Trustee herein named shall not be accountable for any loss or damage which may happen in and about the management or disposal of the Trust Estate, unless the same shall be occasioned by his wilful default or neglect.

In testimony whereof, we have hereunto set our hands