




constitute and appoint Buck W. Crouch as Trustee of the SAMANTHA D. DELPOZO TRUST with the rights and limitations hereinafter set forth.

4. TRUST PROPERTY. The Grantors, simultaneously with the execution of this Agreement, have assigned, transferred, and conveyed to the Trustee the real property described as 1.0 acres located on Reservation Road, Rock Hill, South Carolina which is more particularly described in that certain deed dated on this date and executed contemporaneously herewith from the Grantors to the Trustee and incorporated herein. The Trustee acknowledges receipt of the assignment, transfer, and conveyance and agrees to hold all such property, which shall constitute the corpus of this trust, together with all income earned thereon and all future additions to the corpus of this trust, in accordance with the terms and conditions of this Agreement.

5. TRUST DISTRIBUTIONS. The Trustee shall distribute to or for the benefit of Grantors' daughter, Samantha D. Delpozo, ("Samantha"), until such time as Samantha reaches the age of twenty-five (25) years, or later  if Grantors choose to extend the trust, so much or all of the income, if any, in monthly or other convenient installments, as the Trustee, in his sole discretion, shall deem necessary for the benefit, support, education and general welfare of Samantha. Any income not so

distributed shall be accumulated and added to the corpus of the trust. The Trustee, in his sole discretion, shall distribute to or for the benefit of Samantha such additional sums from the corpus of the trust as may, from time to time be needed by Samantha to meet medical, dental, educational and other extraordinary expenses. Grantors are conveying the trust property described herein as 1.0 acres located on Reservation Road, Rock Hill, South Carolina, to Trustee for use as Samantha's primary residence rather than to generate investment income, therefore there may not be income to distribute to Samantha. However, if Samantha ever ceases to live on the property, the Trustee, in his sole discretion, may utilize the property pursuant to the terms and conditions of this Agreement to generate income for the benefit of Samantha.

6. DISTRIBUTION UPON SAMANTHA'S 25TH BIRTHDAY. Upon Samantha's twenty-fifth birthday, the corpus of this trust, as it shall then exist, and all undistributed income shall be distributed to the Samantha, in fee simple, absolutely and forever. If Samantha does not survive until her twenty-fifth birthday, this trust shall automatically terminate and the trust corpus and undistributed income shall be distributed to the living heirs of Samantha.

7. TRUSTEE'S POWERS. In the administration of the trust, the

Trustee shall have the following powers, all of which shall be exercised in a fiduciary capacity, primarily in the interest of the beneficiary:

(a) To hold and continue to hold as an investment the property, and any additional property which may be received by him, so long as he deems proper, and to invest and reinvest in any securities or property, whether or not income-producing, deemed by him to be for the best interest of the trust and the beneficiary, without being limited to trust or chancery investments provided by law, and notwithstanding that they may constitute leaseholds, royalty interests, patents, interests in mines, oil and gas wells, or timber lands, or other wasting assets, and without any responsibility for any depreciation or loss by or on account of the investments.

(b) To rent or lease any property of the trust for the time and upon the terms and for the price or prices as in his discretion and judgment may seem just and proper and for the best interest of the trust and the beneficiary, irrespective of the provisions of any statute or of the termination of any trust.

(c) To sell and convey any of the property of the trust or any interest, or to exchange it for other property, for the price or prices and upon the terms as in his discretion and judgment may be deemed for the best interest of the trust and the beneficiary, and to execute and

deliver any deed or deeds (with or without warranty), receipts, releases, contracts, or other necessary instruments.

(d) To make all repairs and improvements at any time deemed necessary and proper to and upon real property constituting a part of the trust, and to build, construct, and complete any building or buildings upon the property which in his discretion and judgment may be deemed advisable and proper and for the best interests of the trust and the beneficiary, and to determine the extent to which the cost of the repairs and improvements shall be apportioned as between corpus and income.

(e) To deduct, retain, expend and pay out of any money belonging to the trust any and all necessary and proper expenses in connection with the operation and conduct of the trust, and to pay all taxes, insurance premiums, and other legal assessments, debts, claims, or charges which at any time may be due and owing by, or which may exist against, the trust.

(f) To vote upon all securities belonging to the trust, and to become a party to any stockholders' agreements deemed advisable by them in connection with the securities.

(g) To consent to the organization, consolidation, merger, liquidation, readjustment of, or other change in any corporation, company or association, or to the sale, mortgage, or lease of the property of any part, any of the securities or other property of which

may at the time be held by him, and to do any act or exercise any power that may be legally exercised by any persons owning similar property in their own right, including the exercise of conversion, subscription, purchase or other options, the deposit, surrender, or exchange of securities, the entrance into voting trusts, and the making of agreements or subscriptions which he may deem necessary or advisable, all without applying to any court for permission so to do, and to hold and redeem or sell or otherwise dispose of any securities or other property which he may so acquire.

(h) To compromise, settle, arbitrate, or defend any claim or demand in favor of or against the trust; to enforce any bonds, mortgages, security agreements, or other obligations or liens; and to enter upon contracts and agreements and to make compromises or settlement of debts, claims, or controversies as he may deem necessary or advisable.

(i) To incur and pay the ordinary and necessary expenses of administration, including (but not by way of limitation) reasonable attorneys' fees, accounts fees, investment counsel fees, and the like.

(j) To act through an agent or attorney-in-fact, by and under power of attorney duly executed by the Trustee, in carrying out any of the authorized powers and duties.

(k) To borrow money for any purposes of the trust, or incidental to its administration, upon his bond or promissory note as Trustee, and

to secure their repayment by mortgaging, creating a security interest in, or pledging or otherwise encumbering any part or all of the property of the trust, and, with respect to the purchase of any property, as part of the consideration given, to assume a liability of the transfer or to acquire the property subject to a liability.

(l) To lend money to any person or persons upon the terms and in the ways and with the security as he may deem advisable for the best interest of the trust and the beneficiary.

(m) To engage in business with the property of the trust as sole proprietor, or as a general or limited partner, with all the powers customarily exercised by an individual so engaged in business, and to hold an undivided interest in any property as tenant in common or as tenant in partnership.

(n) To determine the manner in which the expenses incidental to or in connection with the administration of the trust shall be apportioned as between corpus and income.

(o) To make any division or distribution required under the terms of this Agreement in kind or in money, or partly in kind and partly in money, and to that end to allot to the trust the corporate shares, securities, or other property, real or personal, as to him seems proper, in his absolute discretion, and his judgment as to the value of the shares, securities, or other property so allotted shall be conclusive on all parties. The Trustee shall not be required to make physical

division of the funds except when necessary for distribution of corpus, but may, in his discretion keep the corpus of the trust in one or more consolidated funds in which the trust has undivided interests. The Trustee shall not be required to make any provision on account of the diminution or increase in value of any securities or investments at any time constituting a part of the trust, or for depreciation in respect of any tangible property, or for the purpose of amortizing or making good any amount paid in premiums on the purchase of securities or of any other property.

(p) The Trustee may freely act under all or any of the powers by this Agreement given to him in all matters concerning the trust, after forming his judgment based upon all the circumstances of any particular situation as to the wisest and best course to pursue in the interest of the trust and the beneficiary, without the necessity of obtaining the consent or permission of any interested person, or the consent or approval of any court, and notwithstanding that he may also be acting individually, or as Trustee of other trusts, or as agent for other persons or corporations interested in the same matters, or may be interested in connection with the same matters as shareholders, directors, or otherwise, provided, however, that he may exercise the powers at all time in a fiduciary capacity primarily in the interest of the beneficiary.

The powers granted to the Trustee may be exercised in whole or in

part, from time to time, and shall be deemed to be supplementary to and not exclusive of the general powers of Trustees pursuant to law, and shall include all powers necessary to carry them into effect.

8. LIMITATION ON POWERS. Notwithstanding anything contained to the contrary, no powers enumerated or accorded to Trustees generally pursuant to law shall be construed to enable the Grantor, or the Trustee, or any other person, to sell, purchase, exchange, or otherwise deal with or dispose of all or any part of the corpus or income of the trust for less than an adequate consideration in money or money's worth, or to enable the Grantor to borrow all or any part of the corpus or income of the trust, directly or indirectly, without adequate interest or security. No person, other than the Trustee, acting in an fiduciary capacity shall have or exercise (a) with regard to securities or corporations in which the Grantor and the trust holds significant voting control, the power to vote or direct the voting of any shares or other securities of the trust or to control the investment of the trust either by directing investments or reinvestments or by vetoing proposed investments or reinvestments; or (b) the power to reacquire or exchange any property of the trust by substituting other property of any equivalent value.

9. TRUSTEE'S AUTHORITY AND THIRD PARTIES. No person purchasing,

renting or leasing any of the property of the trust, or in any manner dealing with the trust or with the Trustee, shall be required to inquire into the authority of the Trustee to enter into any transaction, or to account for the application of any money paid to the Trustee on any account.

10. ADDITIONAL PROPERTY. The Grantor reserves the right to himself or to any other person at any time, by deed or will, to add to the corpus of the trust, and any property added shall be held, administered, and distributed as part of the trust.

11. ACCOUNTING BY TRUSTEE. The Trustee may render an accounting at any time to the Grantors and the beneficiary of the trust, and the written approval of the Grantor and beneficiary shall be final, binding, and conclusive upon all persons then or thereafter interested in the trust for that beneficiary. The Trustee may at any time render a judicial account of his proceedings for the trust.

12. SUCCESSOR TRUSTEES. In the event of death, resignation or removal of Trustee prior to the termination of the trust, Mary M., Crouch shall serve as substitute or successor Trustee. In the event of the death, resignation or removal of the substitute or successor Trustee, Angela G. Delpozo shall serve as alternate substitute or

successor Trustee. Any successor Trustee shall have all the duties and powers assumed and conferred in this Agreement upon the Trustee. The appointment of a successor Trustee shall be made by a duly acknowledged instrument delivered to the beneficiary.

13. BOND AND LIABILITY OF TRUSTEE. The Trustee shall not be required to give any bond or other security. The Trustee shall not be liable for any mistake or error in judgment in the administration of the trust, except for willful misconduct, so long as he continues to exercise his duties and powers in a fiduciary capacity primarily in the interests of the beneficiary.

14. IRREVOCABILITY. The trust shall be irrevocable, and the Grantors expressly waive all rights and powers, whether alone or in conjunction with others, and regardless of when or from what source they may have acquired such rights of powers, to alter, amend, revoke, or terminate the trust, or any of the terms of this Agreement, in whole or in part. To more fully express their intentions, the Grantors declare that their purpose in establishing the trust is to provide the beneficiary with optimum care, education and comfort until her twenty-fifth birthday; and by this instrument the Grantors relinquishes their possession or enjoyment of, or right to the income from, the trust property, and all their right and power, whether alone or in

conjunction with others, to designate the persons who shall possess or enjoy the trust property, or the income.

15. SITUS. This trust has been executed and delivered in the State of South Carolina and shall be construed and administered according to the laws of that State.

IN WITNESS WHEREOF the Grantors and the Trustee have executed this Agreement in triplicate.

WITNESSES:

Shelli Bostic

Buck W. Crouch  
Buck W. Crouch, Grantor

Mary M. Crouch  
Mary M. Crouch, Grantor

James Brown

Buck W. Crouch  
Buck W. Crouch, Trustee

EXHIBIT B

Exempt # 1

Kimball, Dove & Simpson, P.A.  
125 Hampton Street, Suite 300  
Rock Hill, South Carolina 29731

FILED-RECEIVED  
BOOK PAGE  
JUL 7 8 36 AM '99

DAVID HAMILTON  
CLERK OF COURT  
YORK COUNTY, SC

DEED DRAWN ONLY - TITLE NOT EXAMINED

RECORDED  
YORK COUNTY  
TAX ASSESSOR'S OFFICE

STATE OF SOUTH CAROLINA  
COUNTY OF YORK

DATE 7-7-99  
TITLE TO REAL ESTATE TAX MAP NO. 766-19  
INITIALS Bm KJ

**KNOW ALL MEN BY THESE PRESENTS,** That Buck W. Crouch and Mary M. Crouch, (hereinafter "Grantor", whether singular or plural), for and in consideration of the sum of One and no/100 (\$1.00) Dollar and other consideration to the Grantor paid by Buck W. Crouch, as Trustee of the Samantha D. Delpozo Trust, (hereinafter "Grantee", whether singular or plural), pursuant to the terms of the said trust agreement, receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said Grantee, Grantee's Successors and Assigns, their entire interest, in and to the following described property:

All that certain piece, parcel or lot of land, lying and being situate in the state of South Carolina, County of York, being designated as that certain 1.0 Acre parcel on Survey entitled, "Samantha D. Delpozo" drawn by Terry W. Hucks, SCRLS, of Hucks and Associates, Inc., on June 13, 1999, the same being recorded contemporaneously herewith.

DERIVATION: This being a portion of the property acquired by the Grantors pursuant to the deed by Guy Wilburn and Ruby Tallant Wilburn dated February 22, 1979 and recorded March 9, 1979 in Deed Book 590, page 45, in the Office of the Clerk of Court for York County, South

267

RECORDED  
BOOK PG 267  
YORK COUNTY SC

ELECTRONICALLY FILED - 2023 Apr 03 10:22 AM - YORK - COMMON PLEAS - CASE#2022CP4601846

Carolina.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining thereto.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Grantee, Grantee's Successors and Assigns forever.

AND Grantor does hereby bind Grantor's Heirs, Successors and Assigns to warrant and forever defend all and singular the said premises unto the said Grantee, and Grantee's Successors and Assigns, against Grantor and whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS the Hand and Seal of Grantor this 25<sup>th</sup> day of June in the year of our Lord one thousand nine hundred and ninety-nine, and in the two hundred and twenty third year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Whelli Rostre

Janet Dean

Buck W. Crouch (SEAL)

Buck W. Crouch

Mary M. Crouch (SEAL)

Mary M. Crouch

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF YORK )

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named Grantors sign, seal and, as their act and deed, deliver the within-written Deed for the uses and purposes therein mentioned and that s/he, with the other witness signing above witnessed the execution thereof.

AFFIRMED before me this

25<sup>th</sup> day of June, 1999.

[Signature] (L.S.)  
Notary Public of S.C.  
My Commission Expires: 2-27-2007

[Signature]  
Witness

EXHIBIT C

COPY

FIRST AMENDMENT TO THE SAMANTHA D. DELPOZO TRUST

THIS FIRST AMENDMENT to the Samantha D. Delpozo Trust, dated June 25, 1999, is executed on this the 11<sup>th</sup> day of March, 2021 between **Mary M. Crouch**, hereinafter referred to as the Grantor, and **Mary M. Crouch**, hereinafter referred to as the Trustee.

WHEREAS, the Grantors, Mary M. Crouch and Buck W. Crouch, and Buck W. Crouch, Trustee entered into a Trust Agreement entitled the Samantha D. Delpozo Trust, dated June 25, 1999;

WHEREAS, Buck W. Crouch, Grantor/Trustee died April 1, 2019;

WHEREAS, under paragraph 12 of the Trust Agreement, Mary M. Crouch was designated Successor Trustee of the Samantha D. Delpozo Trust;

WHEREAS, Mary M. Crouch is now the sole Grantor and Trustee of the Samantha D. Delpozo Trust;

WHEREAS, the Grantor is desirous of modifying and amending the Samantha D. Delpozo Trust and the Trustee is agreeable to the modifications and amendments contained herein;

NOW, THEREFORE, IT IS AGREED:

WHEREAS, pursuant to paragraph 5 of the Trust Agreement dated June 25, 1999, the Grantor, Mary M. Crouch, retained the right to choose to extend the trust for the benefit of Samantha D. Delpozo;

THEREFORE, Mary M. Crouch, Grantor and Mary M. Crouch Trustee, hereby elect to extend the Trust distribution age for the benefit of Samantha D. Delpozo until such time as she has attained the age of Forty (40) years.

**Trust Agreement Shall Remain in Full Force and Effect.** The Trust Agreement shall in all other respects remain in full force and effect.

**GRANTOR/TRUSTEE**

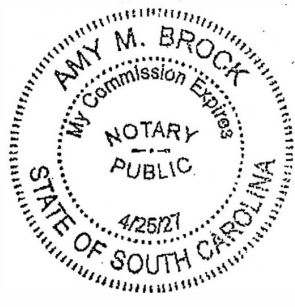
Grantor hereby executes this amendment on March 11, 2021. Grantor certifies that she has read this amendment, that she understands it, and that it correctly states the provisions under which the trust property is to be administered and distributed by the Trustee. Grantor hereby signs this agreement in the presence of the witnesses.

Mary M. Crouch  
Mary M. Crouch, Grantor/Trustee

STATE OF SOUTH CAROLINA            )  
  ) ss.:  
COUNTY OF YORK                            )

This instrument was acknowledged before me on March 11, 2021, by Mary M. Crouch.

Amy M. Brock  
Amy M. Brock  
Notary Public for South Carolina  
My commission expires: 04/25/2027





**EXHIBIT D**  
**YORK COUNTY ASSESSOR**  
**Tax Map:**  
**766-00-00-019**  
**Date: 03/16/2021**

**RECORD AND RETURN TO:**  
 Julia Childress Khaled, Attorney  
 Khaled Law Firm, PC  
 1430 Ebenezer Road, Suite 104  
 Rock Hill, South Carolina 29732

E H

YORK COUNTY, SC	
2021014777	DEED
RECORDING FEE	\$15.00
STATE TAX	\$0.00
COUNTY TAX	\$0.00
03-15-2021	02:10:41 PM
BK:RB 19084	PG:484-485

Deed Prepared Only: No Responsibility Assumed for Certification of Title, Liens, Closing Transaction or Withholding Taxes on Payments to Non-Residents

STATE OF SOUTH CAROLINA

TITLE TO REAL ESTATE

COUNTY OF YORK

**NO TITLE SEARCH REQUESTED NOR PERFORMED**

KNOW ALL MEN BY THESE PRESENTS THAT, I, **Mary M. Crouch as Successor Trustee of the Samantha D. Delpozo Trust**, herein referred to as Grantor in the State aforesaid, for and in consideration of the sum of **One dollar (\$1.00) LOVE AND AFFECTION and no other valuable consideration** to us paid by **Mary M. Crouch, Trustee of the Samantha D. Delpozo Trust dated June 25, 1999**, hereinafter referred to as Grantee in the State aforesaid, the receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said Grantee, **Mary M. Crouch, Trustee of the Samantha D. Delpozo Trust dated June 25, 1999**, its successors, and assigns forever the following described real property to wit:

All that certain piece, parcel or lot of land lying, and being situate in the state of South Carolina, County of York, being designated as that certain 1.0 acre parcel on Survey entitled, "Samantha D. Delpozo" drawn by Terry W. Hucks, SRLS, of Hucks and Associates, Inc., on June 13, 1999, the same being recorded contemporaneously herewith.

Derivation: This being the identical property conveyed to Buck W. Crouch, as Trustee of the Samantha D. Delpozo Trust by deed of Buck W. Crouch and Mary M. Crouch recorded July 7, 1999, in Volume 2770, Page 267, in the Office of the Clerk of Court for York County, South Carolina.

Tax Map Number: 766-00-00-019

Property Address: 1162 Reservation Road, Rock Hill, SC 29732

Grantees' Address: 1154 Reservation Road, Rock Hill, SC 29732

This conveyance is made subject to any and all existing reservations, easements, rights of way, zoning ordinances, setback lines, and restrictions or protective covenants that may appear of record, on the recorded plat(s), or on the premises, of record, including matters shown on recorded plats.

TOGETHER with all and singular, the rights, members, hereditament and appurtenances to the said premises belonging or in anywise incident or appertaining.

