

- C. In general, shall have the authority to do all things, to execute and deliver any and all necessary notes, mortgages and other instruments and to exercise all powers reasonably necessary or incident to the proper management of said Trust Property.
- 8. The Trustee shall not be liable or accountable for any mistake or error of judgment in the administration of this Trust in the absence of bad faith, and shall incur no personal liability in the event of failure to collect the rent payable under the terms of the lease or any part thereof.
- 9. The Party of the First Part as Trustee, or any Trustee hereafter appointed, may resign at any time by notice in writing delivered to the Parties of the Second Part, their heirs, executors, administrators and assigns. In the event of the resignation or the death of Benjamin F. Few, prior to the termination of this Trust, or his inability to act, The First National Bank of Greenville, S. C., shall be, and hereby is, appointed Successor Trustee with all the rights, powers and duties herein conferred upon the said Benjamin F. Few as Trustee. In the event of the resignation of any Trustee other than Benjamin F. Few, then, upon receipt of notice of such resignation, the beneficiaries hereunder, or a majority in interest of them, shall by instrument executed in the same manner as the present, appoint a Successor Trustee, who, upon acceptance of said Trust, shall become vested with the same powers and subject to the same duties herein conferred upon the original Trustee. The resigning Trustee, upon making a satisfactory accounting to the Successor Trustee, shall be relieved and discharged of all duties and obligations herein contained. If said parties shall fail within thirty days after receipt of such written notice to appoint a Successor Trustee, the then Trustee may apply to any proper court for an accounting and discharge,