

referred to in the preceding paragraph and for any and all needed improvements to said Cemetery at any time in the future in the absolute discretion of said Trustee.

4. Any surplus income arising from said Trust Fund shall be added to and become a part of said Trust Fund until by experience of operation it shall be established to the satisfaction of said Trustee that the annual income arising from said Trust is in excess of the amount needed for the maintenance, repair and upkeep of the Cemetery. Then and in such event the excess income shall be paid over annually to the White Baptist Orphanages of South Carolina in the absolute discretion of said Trustee, freed and discharged of all trusts.

5. The intention and purpose of the Settlers of this Trust is to provide maintenance and upkeep for the Cemetery hereinabove mentioned in perpetuity, and should the South Carolina National Bank merge with any other banking institution, the legal successor of the South Carolina National Bank is hereby appointed as Trustee, with the same powers, authorities and duties vested by this instrument in the South Carolina National Bank.

6. All of the foregoing is hereby mutually and irrevocably agreed to by all of the Settlers of this Trust, and by the South Carolina National Bank, as Trustee, this ____ day of November, 1958. The Trust herein imposed is accepted by the Trustee upon the expressed terms and conditions that the Trustee shall not be liable for any acts performed by it, except for the wilful breach of the Trust hereinabove imposed.

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