

any funds for releases from said note and mortgage.

5. Any Trustee serving hereunder reserves the right to resign this Trusteeship by giving to the Sellers at their last known mailing addresses notice of its intention to resign ninety (90) days in advance. No successor Trustee shall be liable or responsible in any way for the acts or defaults of any predecessor Trustee nor for any loss or expense caused by anything done or neglected to be done by a predecessor Trustee, but such successor Trustee shall be liable only for its own acts and defaults with respect to the Trust. In no event shall any Trustee be liable hereunder except for its own wilful misconduct or gross negligence. No Trustee or successor Trustee shall be required to give bond or other security for the faithful performance of its duties.

6. The Trustee shall be entitled to receive compensation for its services rendered hereunder in such amount or amounts as shall be mutually agreeable to the Trustee and to the Sellers.

7. In addition to the powers and authority herein conferred, or conferred by law, the Trustee shall have the authority to do all things and the right to exercise all powers reasonably necessary or incidental to the proper management and purpose of this Trust and the Trustee shall not be liable for any loss to the Trust occasioned by its acts in good faith, nor for honest errors of judgment.

8. No party dealing with the Trustee shall be required to see to the use or the application by the Trustee of the proceeds or any amounts paid or collected by the Trustee hereunder.

9. The terms and conditions contained in this Trust Agreement shall inure to the benefit of and become binding upon the respective parties hereto, their heirs, assigns, successors, executors and administrators. This Trust may be terminated by the Sellers executing written termination hereof and recording the same in the RMC Office for Greenville County, S. C.