

Mauldin Manor Apartments shall require the written consent of the said Trustee, but no purchaser of these properties shall be required to see the proper application of the proceeds of sale.

- 7) The Trustee shall have the right to hear and determine all claims made by various creditors and shall have the right to compromise, arbitrate and adjust any and all such claims in such manner as the Trustee shall deem in the best interest of all creditors affected. The Trustee is further authorized to deny any such claims, in whole or in part, without prejudice to the right of any such claimant to a judicial determination of the validity of such claim or claims.
- 8) The Trustee is to be allowed broad discretion, in the interest of practical necessity in the handling of funds. That is to say, such Trustee shall be authorized to make any unforeseen expenditures as it deems advisable to expedite the prompt completion of construction and/or closing of sales of the property involved toward the end of paying creditors. Such authorized expenditures shall include, but not be limited to, the following:
- a) Labor and materials required on any of the subject property;
 - b) Insurance premiums on such property
 - c) Property taxes and/or assessments
 - d) Bookkeeping and/or accounting
 - e) Security measures
 - f) Mortgage payments
 - g) Surveying costs
 - h) Documentary stamps
 - i) Title insurance premiums
 - j) Realtor's commissions (if any)
 - k) Any expenses or closing costs related to final loan closings with Cameron-Brown Co. on Westcliffe and Mauldin Manor Apartments
 - l) Any additional insurance and/or bond premiums required to insure said Trustee in the handling of this trust.
 - m) Legal fees due to such Trustee computed on the basis of its total time expended in handling of this matter based on the prevailing hourly rates of the Greenville County Bar Association. Any closing fees paid from loan proceeds by the lender shall be separately accounted for.
- 9) The Trustee shall be liable to the grantors and to the creditors affected hereby, solely and to the same extent as it is liable as a practicing law firm in its ordinary course of dealings. That is to say, even though this instrument uses the designation, "Trustee," the intent of the parties is that the entire duty of the Trustee in this matter shall be to act as a practicing lawyer representing