powers and duties as set forth in the aforesaid Trust Agreement including inter alia (without in any way restricting the powers and duties imposed upon the Trustee in the Trust Agreement referred to) the power to sell at public or private sale, for cash or on such terms as the Trustee may deem proper, resell or transfer all or any part thereof, in such manner and upon such terms as they may deem advisable, without any obligation upon the purchaser to see to the application of the proceeds of sale; to borrow money and to give a security mortgage covering the Trust property, or any part thereof, to the lender as security for the repayment of the loan, and to execute a promissory note or notes for the amount of money borrowed, payable to the lender, without any obligation upon the lender to see to the use of the proceeds of such loan; to make and execute and deliver leases on all or any part of the property herein conveyed, and on such terms and conditions as they may deem advisable, regardless of whether or not such leases may extend beyond the probable or actual duration of the Trust. All of the foregoing powers herein granted the Trustee are also granted to their successors, and said Trustee and their successors may exercise all such powers without the order of any Court or Judge and any purchaser of the Trust property or lender to whom the property is conveyed as security for a loan to the Trustee is hereby relieved of the necessity of further investigation of the Trustee power to convey or sell said Trust property.

This provision, to the fullest extent, shall be binding upon all persons having any beneficial interest under this Trust insofar as any transactions had between the Trustee with persons or entities not a party interested hereunder. However, as between the Grantors and the Trustee, it is understood and agreed that:

- (a) Trustee will not sell any portion of the real property without first obtaining the written consent of the owners of at least fifty (50%) percent of the beneficial interest of the Trust; and
- (b) Unless legally obligated by written lease indenture, Trustee will undertake no major repair or remodeling, or restoration of the buildings on the property without first obtaining the written consent of the owners of at least fifty (50%) percent of the beneficial interest of the Trust. A major repair or remodeling is one that exceeds Two Thousand Five Hundred (\$2,500.00) Dollars in cost.

GRIFFIN & HOWARD ATTORNEYS AT LAW GREENVILLE, S. C.

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4. This Trust shall continue until such time as all of

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