- (j) All moneys received by the Trustee under or pursuant to any provision of this Deed of Trust shall be held by the Trustee in trust for the purposes for which they were paid except these funds need not be segregated in any manner from any other moneys except to the extent required by law, and may be deposited by the Trustee, under such general conditions as may be prescribed by law, and the Trustee shall not be liable for any interest thereon.
- (k) The Trustee or any successor may resign and be discharged from the trust hereby created by giving notice thereof to the Church specifying the date when such resignation shall take effect, and by publishing such notice once a week for three successive calendar weeks (the first such publication to be not less than 30 days nor more than 60 days prior to the date so specified) in a newspaper of general circulation in the County and State aforesaid. Such resignation shall take effect on the date specified in such notice unless previously a successor shall have been appointed as hereinafter provided, in which event such resignation shall take effect upon the appointment of such successor.
- (1) In case of vacation of the office of Trustee by reason of resignation or for any other reason, then and in every event a successor or successors may be appointed by a majority vote of the members of the Church present at a business session called for that purpose, and such appointment evidenced by a Church resolution and recorded as an Amended and Supplemental Deed of Trust in the office of the recorder of deeds wherever this Deed of Trust is recorded. In case a new Trustee is not so appointed within thirty (30) days after the vacancy in the office of Trustee, the Church, or any holder of any of said bonds may apply to the court of competent jurisdiction in the City or County of the State of South Carolina for the appointment of a new Trustee in such manner and upon such notice as shall be in accordance with the law of that jurisdiction. In each and every case the Trustee so appointed, without any further assurance, shall be vested with all the powers, rights and interest granted to or conferred upon the Trustee herein named.
- (m) Nothing contained in this Deed of Trust shall render liable the Trustee because of the doing of any act or the refusal or failure to do any act, or the giving or failing to give any consent herein permitted to be done or given by the Trustee nor shall anything herein establish any fiduciary relationship between the Trustee and the holder of the said bonds.