

abovedescribed real estate is sold; but in no event shall it continue beyond twenty (20) years after the death of the last survivor among the Grantors.

5. After the payment of all indebtedness and expenses of maintaining the property and administering the Trust, including provision for proper reserves in connection therewith, if there is any income remaining in the hands of the Trustee, they shall distribute the same proportionately among the Grantors in accordance with the beneficial interest of each. Such distributions shall be made at least annually, but preferably at more frequent intervals.

6. In case a vacancy shall for any reason exist by the Trustee, the Trustee remaining shall fill such vacancy by appointing such other person as such Trustee shall see fit. Any such appointment shall be accepted in writing. In case no Trustee shall remain to act, then the owners of more than seventy-five (75%) percent of the beneficial interest of the Trust shall within sixty (60) days after such vacancy occurs, by instrument in writing, appoint successor Trustee. Should such beneficiaries fail or refuse within such sixty (60) days so to appoint successor Trustee, then such Trustee may be appointed by the Judge of the Greenville County Court, upon application by any beneficiary hereunder or upon application of any predecessor Trustee or his personal representative.

7. Any Grantor may assign and transfer his beneficial interest in this Trust, but no such assignment or transfer shall be binding upon the Trustee until they have been duly notified by furnishing them the original or certified copy of the written instrument by which such assignment or transfer was made. Any such assignment made by any Grantor shall not relieve such Grantor from liability on any note or notes executed by such Grantor.

8. No Trustee shall be responsible or personally liable except by a willful breach of trust and any Trustee only for his own acts.

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