

named, (his) (her) their successors and assigns, IN TRUST NEVERTHELESS, for the uses and purposes and subject to the powers and limitations hereinafter set forth, as follows:

1. The Trustee(s) shall hold the legal title to said real estate, and shall from time to time in the discretion of the Trustee(s) during the term hereof rent, lease, sell, convey and otherwise manage said real estate to or for the exclusive benefit of Louise Farrell Earle, her heirs and assigns, as the sole equitable owner thereof. The Trustee(s) shall pay over the entire net income and proceeds of any sale of said real estate, after first deducting any cost or other necessary expenses connected therewith, unto Louise Farrell Earle upon her written direction, and in no event no less than monthly.
2. The term of this Trust shall be for a period of ten (10) years after the date hereof, after which it shall terminate in full; provided, however, that Louise Farrell Earle may amend, revoke or terminate this Trust in whole or in part at any time and from time to time by giving notice in writing delivered to the Trustee(s) ninety (90) days in advance, and such amendment, modification or termination shall be effective immediately upon the expiration of ninety (90) days from the delivery thereof to the Trustee(s); provided, further, that this Trust shall terminate in full upon the death of Louise Farrell Earle. Upon the termination of this Trust, the real estate held subject hereto, together with any net income or proceeds then held by the Trustee(s) attributable thereto, shall be paid over directly to Louise Farrell Earle, freed of the terms and conditions of any trust, and if she be then deceased, to her estate.
3. Any Trustee(s) from time to time serving hereunder may at any time resign as Trustee by giving ninety (90) days' written notice to Louise Farrell Earle, whereupon she alone may appoint a successor Trustee by designating the name of said successor Trustee in writing and recording such designation on the public records of Greenville County, South Carolina. Any party dealing with the Trustee(s) or this Trust may fully rely upon the last Trustee(s) designated in such manner by Louise Farrell Earle without being under any duty or liability to make further inquiries.
4. No person dealing with the Trustee(s) or this Trust shall be under any duty to inquire whether any act of the Trustee(s) is done pursuant to the direction of the Grantor herein, nor shall any person dealing with the Trustee(s) or this Trust be required to see to the application of any income or the proceeds of sale of any real estate held subject to the terms hereof.
5. The Grantor, Louise Farrell Earle, confers upon the Trustee(s) in the administration of this Trust the following exclusive powers and authorities which the Trustee(s) may exercise without application to any court, to wit:
 - (a) To lease, rent, and otherwise make productive and income-producing the real estate held subject to the terms hereof upon such terms and conditions as the Trustee(s) may deem advisable;
 - (b) To sell, convey, transfer or exchange the real estate held subject to the terms hereof and in connection therewith to execute and deliver warranty deeds, contracts

(Continued on next page)