

(b) The Trustee shall liquidate all of the assets of the Trust Estate hereby created in an orderly manner and as promptly as the same may be done without sacrifice, to the end and intent that the trust may be terminated and the proceeds thereof distributed as early as possible, always subject, however, to the provision of item (e) hereof,

(c) To sell and convey any and all of the undistributed real estate at public or private sale, with or without advertisement, at prices stated in a schedule of prices of said real estate to be furnished by the heirs, which shall fix the sale price of each and every parcel of land affected by this agreement. The power of sale shall not be exhausted upon one sale, but shall continue until the termination of trust. The trustee is authorized and empowered to execute and deliver to the purchaser or purchasers good and sufficient fee simple deeds to the property conveyed. The purchaser at any sale or sales made by the trustee shall not be bound to see to the application of the proceeds nor shall he be bound by said schedule of price but may rely solely on the price fixed by the trustee. All real estate commissions and expenses in connection with said sale or sales shall be paid by the trustee out of the proceeds of sale.

(d) To collect, receive all accounts, notes receivable, choses in action and mortgages and to commence and maintain any and all suits which may be necessary for said collection. The trustee is hereby authorized and empowered to settle any such claim upon payment of the principal amount due thereon, without interest, if the trustee in its discretion shall deem advisable.

(e) The heirs have appointed an Advisory Committee, consisting of Malcolm C. Davenport, Luther M. Davenport and Dan D. Davenport, who shall have power to confirm any and all sales made by the trustee at less than the schedule price hereinabove referred to, and to confirm any and all compromises of notes and accounts receivable, mortgage, judgments and choses in action by the payment of such sum or sums as said Committee and the Trustee shall deem advisable. All such settlement and compromises shall be made upon the recommendation of the Trustee and upon confirmation by said Committee. The Bank may, in compromising any mortgage held by it, accept a conveyance of the land covered by such mortgage upon approval by said Committee and may also in any foreclosure action brought by it waive its right to demand a deficiency judgment, upon the approval of said Committee, and upon foreclosure and sale the Trustee is hereby authorized to bid such an amount as it may deem necessary to protect the interest of the Heirs.

(f) To keep on deposit in Peoples National Bank of Greenville, S. C., to the general account of the Trustee all proceeds derived from the administration of the estate, pending the distribution hereinafter provided for.

(g) Pay all taxes, liens and assessments against any of the property of the estate, keeping the same insured and in proper repair, all expenses in connection therewith to be charged against the estate.

(h) In making any sale of real estate, the Trustee is hereby authorized and empowered to make such sales for cash or upon such terms as it may deem proper, taking, as security for the unpaid portion of the purchase price, the note of the purchaser secured by a mortgage of the premises sold; provided, however, that no sale shall be made for a longer credit than five years after the date of such sale, unless the same shall be approved by the Committee. This limitation shall also apply to any contract of sale or bond for title executed by the Trustee. The Trustee shall have power to enter into lease contracts for not longer than five years from the date of said contract, with the power however to lease for a longer period with the approval of the Committee.

(i) The Trustee shall remit to the heirs on the first days of January and July, 1940