

ed, and in the event of fore closure of this deed of trust, as provided by law, the Trustees named herein shall be entitled, after the payment of the costs and expenses of fore closure of this Trust, to a Commission of five (5%) per cent, on the gross proceeds of sale, which shall be taxed as part of the costs of foreclosure.

3. Not to set up or claim the benefit of any homestead exemption laws, or any other exemptions or insolvency laws of the State of South Carolina, or of the United States against any claim of the Trustees for any sum or sums which may become due and payable to them, or either of them, under the covenants and agreements of the notes herein above described, or of this deed of trust, or against the securing or execution of any judgment sought thereon, all such exemptions being hereby expressly waived.

4. That should either of the Trustees herein named, die or decline, or fail to execute this Trust, then the other Trustee shall have all the rights, powers and authority, and be charged with all the duties that are hereby conferred or charged upon both Trustees, unless and until a Co-Trustee be appointed; should such a vacancy occur, then the holder or holders, owner or owners of sixty per cent (60%) in value of said principal notes, (1st series), are hereby authorized and empowered to appoint another, or if necessary, two other Trustees, in the place and stead of either or both of those herein named, which Trustee or Trustees shall have all the rights, powers and authority, and be charged with all the duties that are conferred or charged upon the Trustees herein named.

5. The Trustees shall have authority in their discretion to employ agents and attorneys in the execution of this Trust, and to protect the interest of the holder or holders, owner and owners of the notes herein above described, and such agents and attorneys shall be compensated and all expenses in and about the employment, including those of litigation, if any, shall be paid out of the proceeds of sale of the said property, should a sale be had, and if no sale be had, all sums of money so paid out shall be recoverable by all remedies at law or in equity against the first parties by which the debt hereby secured may be recovered. Neither Trustee shall be liable for the acts or omissions of the other Trustee, or default or misconduct of any agent or attorney appointed by it, if such agent or attorney shall have been selected with reasonable care, nor for any errors or mistakes made by it while acting hereunder in good faith, nor for anything whatever in connection with this Trust, except wilful misconduct.

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