

Section 5. Release of Indenture. Trustee is authorized to execute a release of this Indenture in the event of complete prepayment of all bonds issued pursuant to this Indenture, or upon deposit with it of the sums called for herein notwithstanding the fact that any bondholder(s) may have failed to present bond(s) for prepayment. Such release will be prepared by or on behalf of Issuer and submitted to Trustee for execution.

## ARTICLE XVII

## MISCELLANEOUS

Section 1. May Hold Bonds. The Trustee or any other agent of the Trustee or Issuer, in its individual or any other capacity, may become the owner or pledgee of bonds and may otherwise deal with the Trustee or Issuer with the same rights it would have if it were not Trustee or such other agent.

Section 2. Money Held in Trust. Money held by the Trustee in trust hereunder need not be segregated from other funds except to the extent required by law. The Trustee shall be under no liability for interest on any money received by it hereunder except as otherwise agreed with the Issuer. Additionally, Trustee shall be relieved from filing bond and accounting to any court with respect to such sums.

Section 3. Notices. Any notice, request, consent, or demand and deemed to be duly received seventy-two (72) hours after it is deposited in the United States Mail, postage prepaid, and properly addressed as to Trustee:

TRUSTEE: RELIANCE TRUST COMPANY  
3295 Northcrest Road, NE  
Atlanta, GA 30340  
(404) 938-6400

ISSUER: THE FIRST BAPTIST CHURCH  
OF MAULDIN, SOUTH CAROLINA  
150 South Main Street  
Mauldin, SC 29662  
(803) 288-7835

Section 4. Captions. The captions to Articles and Sections hereof are for convenience only and shall not be considered in construing the intent of the parties.

Section 5. Successor and Assigns. Whenever in this Indenture either of the parties hereto is named or referred to it shall be deemed to include the successors and assigns of such party, and all covenants, promises and agreements in this Instrument contained by or on behalf of the Issuer or by or on behalf of the Trustee, shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

Section 6. Counterparts. This Indenture may be simultaneously executed and delivered, each as an original, shall constitute by one and the same instrument.

## ARTICLE XVIII

## FISCAL AGENT

That Security Church Finance, Inc., Houston, Texas, is hereby named, appointed and designated the Fiscal Agent for this bond issue. Said Fiscal Agent shall be furnished an executed copy of this Indenture including copies of Exhibit "A"