

which shall be paid and reduced in the order in which said Trustee shall determine upon as for the best interest of such Trust Estate.

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IV.

The Trustee herein shall have absolute control of said properties free from interference in the management thereof by first parties hereto until all debts have been liquidated, and he shall not be liable for any mistakes in judgment, nor shall he be liable in any event except for wilful and intentional breach of this trust.

V.

While this transfer in trust is primarily for the benefit of the creditors of such partnership, it shall remain free from the control or interference of any and all creditors of such partnership and under the absolute control and management of the Trustee, but all income from the partnership properties shall be used as above stated and shall not be alienable by anticipation.

VI.

At the time when all debts against the properties shall have been satisfied in full under this trust, thereupon the Trustee will return and reconvey to first parties equally, the properties shown in Schedule "A", hereto attached, and it is expressly agreed and understood that at any time prior thereto, first parties have and retain the option and privilege of redeeming said properties from the debts against same by full payment and satisfaction thereof and upon so doing the Trustee herein will reconvey to the first parties equally the said properties.

VII.

The grantors herein have, and each does retain the option and privilege of paying their portion of the debts and obligations against said partnership and there upon to have the partnership dissolved and discontinued as to them and by so doing shall become the absolute owner, free from debts and obligations, of an undivided one half (1/2) interest of the properties shown in Schedule "A", hereto attached.

VIII.

The Trustee shall have the power at any time to borrow money in such amounts, for such time and upon such terms as he may deem best, and to give promissory notes therefor and may mortgage or pledge as security for such loans any property belonging to the trust.

IX.

The Trustee shall render a report of his doings hereunder to the grantors herein within sixty (60) days from his acceptance of the trust, and at the end of every like period thereafter; and such report shall also be open for the inspection of the creditors.

X.

Additions or corrections may be made in the lists and schedules attached hereto, upon proof satisfactory to the Trustee of the finding of new property belonging to said partnership, or other debts owing by it.

XI.

It is the purpose of this instrument to wind up the business and affairs of the partnership known as Carter Bros., which was dissolved by the death of E. B. Carter, and the Trustee hereunder is given and vested with full power and authority to do any and all things necessary and requisite to be done to accomplish that end, and neither of the grantors herein have any further control in the management of such business except to receive from the Trustee upon the termination of this trust by him, their equal one half of the trust properties to each of them or the one half of the proceeds from any sale by the Trustee of the properties, after payment of all obligations against same.