

dent or appertaining, including the Hotel Building or Buildings thereon situate, with all fixtures and equipment, furniture and personal property connected with said Hotel, belonging to said Corporation, or in which it has an equity, or on which it has a lien, to the extent of the interest or claim of said Corporation.

AND any and all rents, issues, profits and other income of said Corporation from and after the date of any default under the terms hereof.

TO HAVE AND TO HOLD, all the same, together with the rights, members, hereditaments and appurtenances thereunto belonging or in anywise appertaining, unto the said Charleston Trust Company, Trustee, its successor and/or successors in trust, and its or their assigns forever.

IN TRUST, NEVERTHELESS, for the uses, intents and purposes and upon the conditions and limitations hereinbefore and hereinafter expressed and declared, and of and concerning the same, and subject to which the bonds secured hereby and issued to and accepted by each and every holder thereof.

THAT IS TO SAY:

ARTICLE I
BENEFICIARIES OF THIS TRUST

THIS MORTGAGE shall constitute a continuing second lien until the full and final payment of all the bonds and coupons issued hereunder, for the equal pro rata use, benefit and security of all and every the persons, partnerships and corporations who may be or at any time become the owners or holders of any of the issue of said bonds, aggregating One Hundred Fifty Thousand (\$150,000.00) Dollars, to be known and designated as Mortgage Gold Bonds Class B; and of the respective coupons thereto attached, without preference of any of said bonds or interest coupons over any of the others of said bonds by reason of priority in the time of issue, negotiation or certification thereof, or otherwise, however,

PROVIDED, that none of the said second mortgage bonds so to be issued of the said Corporation, shall be obligatory as against the said Corporation, or deemed to be secured by this Indenture, unless and until the certificate thereon endorsed authenticating the same, as indicated, in the form of bonds hereinbefore set forth, shall be subscribed by the said Trustee or its successor or successors in the trust hereby created, but such certificate when so subscribed, shall be conclusive evidence that the bond so certified has been duly issued hereunder and is entitled to participate in the benefits of the trust herein and hereby created.

ARTICLE II
DESCRIPTION, EXECUTION, ISSUE, CERTIFICATION AND REGISTRATION OF BONDS

Section 1. The issue of bonds created and secured by this Second mortgage shall be known as MORTGAGE GOLD BONDS CLASS B, of an aggregate par value of One Hundred Fifty Thousand (\$150,000.00) Dollars, and substantially in the form hereinbefore set forth, all dated January 1, 1925, and to be issued in denominations as hereinbefore set forth.

Section 2. All the bonds created and secured hereby shall bear interest at the rate of seven per cent. per annum, payable semi-annually on the first day of January and July in each year, and shall after the execution and delivery of these presents and the registering or recording of this Indenture, to be certified and delivered upon the written order or orders of the President and Secretary of the Corporation, accompanied by a copy of the resolution authorizing such certification and delivery, certified by the Secretary under the seal of the Corporation to have been adopted by a majority vote of the directors at a meeting of the directors of the Corporation legally called, convened and held.

Section 3. The interest on the bonds shall be payable only upon presentation and surrender of the several coupons for said interest as they respectively mature, and when paid, such coupons shall forthwith be cancelled.

Section 4. The interest coupons to said bonds attached, secured or intended to be secured by this Second Mortgage, or Mortgage Deed of Trust, shall be authenticated by the facsimile signature of the Secretary of the Corporation, printed or lithographed thereon, which facsimile signature shall be regarded and treated in all respects, in fact and in law, as equivalent to the manual signing of the said coupons by the said Secretary. In case any of the officers, who, on behalf of the Corporation, shall have signed and sealed any of the bonds issued under this Indenture, shall die, or shall cease to be such officers of the Corporation before the bonds so signed and sealed shall have been actually certified and delivered by the Trustee, nevertheless, upon the request of the Corporation, such bonds may be issued, certified and delivered as herein provided, and shall be as binding on the Corporation and as fully secured by these presents as though the persons who signed and sealed such bonds had not died or ceased to be such officers of the Corporation, and also any bond may be signed and sealed on behalf of the Corporation by such person as at the actual date of the execution of the bond shall be the proper officer of the Corporation, although at the time of the date of the bond, such person shall not have been an officer of the Corporation. The coupons attached to the bonds shall be authenticated as aforesaid by the facsimile signature of the present Secretary, notwithstanding the fact that at the time such bonds shall be actually certified and delivered, he may have ceased to be the Secretary of the Corporation, or such coupons may be authenticated by such person as at the actual date of execution or certification of the bond is the actual Secretary.