

Section 4. Whenever in this Indenture either of the parties hereto is named or referred to, it shall be deemed for all purposes, including the execution, certification, issue and use of any of the bonds authorized to be issued hereunder to include the successors and assigns of such parties, and all the covenants, promises and agreements in this Indenture contained by on behalf of the Corporation, or by or on behalf of the Trustee, shall bind and enure to the benefit of their respective successors and assigns, whether so expressed or not.

Section 5. In case any of the remedies herein given or attempted to be given the Trustee or the holders of the bonds and coupons secured hereby shall at any time be held invalid, or any one or more phrases, sentences, clauses, paragraphs or provisions of this Indenture, or of the bonds or coupons secured hereby shall be held illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining parts of this Indenture or of such bonds and coupons, or the other remedies given hereby, but this Indenture and said bonds and coupons shall be construed and enforced as if such illegality or invalid phrases, sentences, clauses, paragraphs or provisions had never been inserted herein.

Section 6. Any notice to the Corporation given under any of the provisions of this Indenture shall be deemed sufficiently given if such notice be written or typewritten and deposited in the United States mail, registered, postage prepaid, addressed to the Corporation at its office at Greenville, South Carolina, in sufficient time to reach the Corporation at said address, if transmitted in the usual course of the mail, at the time required for the giving of such notice.

ARTICLE X

POSSESSION AND DEFEASANCE CLAUSES

Section 1. Until the Trustee shall, in pursuance of the powers above recited, have a Receiver take possession of the properties and premises hereby mortgaged or intended so to be, or shall sell the same, or shall institute proper proceedings to appoint a receiver thereof, the Corporation, its successors or assigns, may retain and enjoy full and free use, possession and management of the same and the full enjoyment of the income, revenue and profits derivable therefrom, subject to the limitations herein contained.

Section 2. On the payment in full of all the bonds issued hereunder and of all the interest thereon from time to time accruing, according to the tenor and effect of said bonds and coupons, and of this Indenture, all the property hereby mortgaged shall be surrendered and delivered to the said Corporation, which shall hold and possess the same as if this Indenture had not been made; and thereupon the Trustee shall, at the cost of the said Company, duly execute, acknowledge and deliver such instrument or instruments of satisfaction, or deed or deeds of release, as may be necessary and proper to discharge of record, or otherwise all the property hereby mortgaged, from the lien hereof; provided, however, that the said Corporation, or its successors or assigns, shall have the right, and the same is hereby expressly reserved, on the maturity of said bonds, to deposit with the Trustee, to the credit of the holder or holders of all said bonds and coupons which shall not have been presented for payment in accordance with the terms hereof, the amount due thereon for principal and interest, and thereupon the Trustee shall forthwith satisfy and release this Indenture as hereinbefore provided, and the Trustee shall hold such deposit, without interest, to the credit of the said holder or holders of any such bonds and coupons which shall not have been presented for payment at maturity in accordance with the terms of these Presents; and in case the holder or holders of any such outstanding and unpaid bonds and coupons of this issue shall not, within ten years after such deposit is made by the Corporation, claim the amount so deposited for payment thereof, then the Trustee shall, upon the written demand of the President of the Corporation, or its successors or assigns, pay over such amount so deposited to the said Corporation, or to its successors or assigns, upon receiving from the said Corporation, its successors or assigns, its or their duly executed bond, with surety satisfaction to the Trustee, in an amount equivalent to the amount of such deposit unclaimed, and conditioned for the payment of the principal and interest accrued to date of maturity of any of said bonds or coupons thereafter presented for payment.

ARTICLE XI

ACCEPTANCE OF TRUSTS BY TRUSTEE

The Charleston Trust Company, of Charleston, South Carolina, Trustee, the party hereto of the second part, hereby accepts the trusts of this Indenture declared and provided, upon the terms and conditions hereinbefore set forth.

IN WITNESS WHEREOF, the said Greenville Community Hotel Corporation, in pursuance of the aforesaid resolutions of its directors and stockholders, has caused these presents to be executed in its corporate name, by its President, and its corporate seal to be hereunto affixed, duly attested by its Secretary, and the said Charleston Trust Company, in pursuance of its acceptance of the trust hereby created, has caused these Presents to be duly signed in its corporate name, by its President and its corporate seal to be hereunto affixed the day and year first hereinbefore written.

Signed, sealed and delivered by Greenville Community Hotel Corporation, by John T. Woodside, its President, and William Goldsmith, its Secretary, and by Charleston Trust Company by R. S. Small, its President, this, the 1st day of January, 1925, in the presence of:

EUNICE DODD,
J. D. McCOLLOUGH,
As to Greenville Community Hotel Corporation.
GEO. WALKER,
L. R. EISENMANN,
As to Charleston Trust Company.

GREENVILLE COMMUNITY HOTEL CORPORATION (L. S.)
By JOHN T. WOODSIDE, President.

Attest:
WM. GOLDSMITH, Secretary.
CHARLESTON TRUST COMPANY (L.S.)
By R. S. SMALL, President.