XI. The Parties covenant that in the case of sale or foreclosure of the mortgaged property or any part thereof, as above provided, then and in every such case the proceeds so realized shall be applied as follows:

First:—To the payment of the costs and expense of executing this Mortgage and Trust, including a commission to the Second Parties of five per cent (5%) on the gross proceeds of sale, which shall be taxed as a part of the cost of foreclosure.

Second:—The net proceeds shall then be applied to pay to the owner or owners of the Principal Note (First Series) and of coupons (First Series) as their respective interests may appear, the full sum of the Principal Note (First Series) hereinabove described (less any sum or sums theretofore paid on account of the principal indebtedness represented thereby) and the full sum of all interest on the said Principal Note (First Series) at the rate of Six per cent (6%), that has matured and become due and payable, as evidenced by the said Coupons (First Series) and also such fractional payments of any Coupons not then due but next payable and attached to the said Principal Note (First Series) as represents interest at Six per cent (6%) per annum on the said Principal Note (First Series) with interest at the rate of six per cent (6%) per annum on the overdue installments of interest; and in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid upon the Principal Note (First Series) and the Coupons (First Series) as above set forth, then to the payment of such principal and interest, without perference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, ratably, to the aggregate of such principal and accrued and unpaid interest upon the said Principal Note (First Series). No part of the said proceeds shall, under any circumstances, be used to pay any owner or owners of any Principal Note (Second Series), if any, or of any Coupons (Second Series), if any, until the owner or owners of the Principal Note (First Series) and/or the Coupons (First Series) shall have been paid in full as above set forth.

Third:—After, but not until the owner or owners of the Principal Note (First Series) and the Coupons (First Series) shall have been paid in full as above set forth, the net proceeds shall then be applied to pay in full the owner or owners of the Principal Note (Second Series), if any, and of the Coupons (Second Series), if any, as their respective interests may appear, in accordance with the terms of the provisions hereinabove set forth as to the distribution among the owner or owners of said Principal Note (First Series) and Coupons (First Series).

Fourth:—The balance of the net proceeds, if any, after the payments above set forth, shall be paid unto the said First Parties, their heirs, personal representatives and assigns, or to whomsoever may lawfully be entitled to receive the same or as a court of competent jurisdiction may direct.

XII. It is expressly understood and agreed that the Principal Note (First Series) and the Coupons (First Series) shall in all respects take precedence over and be superior to and be a senior lien to all of the Principal Notes (Second Series), if any, and the Coupons (Second Series), if any, but nothing in this Mortgage and Trust contained shall be construed as preventing, until any default by the First Parties hereunder, the payment of the Principal Notes (Second Series), if any, and the Coupons (Second Series), if any, as the same severally become due and payable.

XIII. It is expressly understood and agreed that the unpaid principal of notes and/or coupons hereby secured is redeemable at the option of the maker at any interest payment date after three (3) years from the date thereof, upon payment of the principal amount then remaining unpaid on said notes and all interest thereon at the date fixed for redemption, plus a premium of one-fourth of one per cent, (¼ of 1%), per year or any part thereof, on the then unpaid principal for the unexpired term calculated to the final maturity date of such notes and plus all other sums due hereunder. At least sixty (60) days prior to the date fixed for the redemption, the First Parties shall deliver to the Foreign Trustee written notice of their intention so to redeem and prepay and shall deposit with the Foreign Trustee an amount of money sufficient to pay the cost of publishing and mailing the notice hereinafter in this paragraph provided and shall, at least three (3) weeks prior to the date fixed for redemption, deposit with the Foreign Trustee the full amount of the Principal Notes (First and/or Second Series) so to be redeemed and all interest due and to accrue thereon to the next ensuing interest payment dates, together with the premium hereinabove fixed, and all other sums due hereunder. The Second Parties shall thereupon publish a notice that said notes are called for payment on the next ensuing interest dates, at least once a week, for three (3) consecutive weeks, in a daily newspaper, published in the City of Baltimore, State of Maryland, and shall mail a similar notice to the known holder, if any, of said notes. Said notice having been given in the manner aforesaid and sufficient money as aforesaid having been deposited with the Foreign Trustee, then should the holder or holders of any such note and/or coupon fail to present the same for payment at the time and place in said notice specified, such note or notes and/or coupon or coupons shall thereafter cease to bear interest and the Foreign Trustee shall credit to each of the notes and/or coupons not so presented, designated by the number thereof, a sum of money equal to such redemption price and due and accrued interest thereon to the date fixed for redemption as aforesaid, plus the premium hereinabove set forth, and such credit shall be treated as full payment of such note or notes and/or coupon or coupons and such sum or sums shall bear no interest thereafter and the said notes and/or coupons shall thereafter be excluded from participation in the lien and security afforded by this Mortgage and Trust and the holder or holders thereof shall look only to the sum or sums so credited for payment and the First Parties shall as to such note or notes and/or coupon or coupons, be thereafter released from all liability in respect thereof. All notes redeemed under this paragraph, together with the coupons thereto belonging shall, upon redemption, as above set forth, be forthwith cancelled and surrendered.

XIV. It is expressly understood and agreed that the Second Parties, or either of them, shall have authority in their discretion to employ agents and attorneys in the execution of this instrument, and to protect the interest of the holder or holders, owner or owners, of the notes and/or coupons hereinabove 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 Second Party shall be liable for the acts or omissions of the other Second Party, or default or misconduct of any agent or attorney appointed by him or it, if such agent or attorney shall have been selected with reasonable care, nor for any errors or mistakes made by him or it while acting hereunder in good faith, nor for anything whatever in connection with this Mortgage and Trust, except wilful misconduct, or gross negligence in the discharge of his or its duties as such Second Party. Neither Second Party shall have any responsibility for the legal examination of the payment of taxes or the discharging of any other lien or incumbrance; nor shall he or it be obliged to take any action toward the execution or enforcement of this Mortgage and Trust which, in his or its opinion, shall be likely to involve him or it in expense, unless one or more of the holders of the notes hereby secured shall, as often as required by such Second Parties, or either of them, furnish them, him or it with indemnity and security against all expenses or liabilities, and the notes of said holders be deposited with said Foreign Trustee, but this provision shall not affect any discretion herein given to the Second Parties, or either of them, to determine whether or not they, he or it shall take action hereunder without request of the said noteholders, and without such indemnity. The said Second Parties shall be responsible only for such funds as may be actually received by them, respectively.

XV. It is expressly understood and agreed that should either of the Second Parties named herein, or their successor or successors, decline to execute this Mortgage and Trust in any particular, then the other Second Party shall have the right, power and authority to act in regard to the particular matter so declined as fully as though joined by the other Second Party; and it is expressly understood and agreed that should either of the Second Parties named herein, or their successor, or successors, die, resign or fail to execute this Mortgage and Trust, then the other Second Party shall have all the rights, powers and authority and be charged with all the trusts that are hereby conferred upon both or either of the Second Parties unless and until a co-trustee be appointed; should such a vacancy occur, then the holder or owner of the Principal Note (First Series) is hereby authorized and empowered to appoint another or, if necessary, two other Second Parties in the place and stead of either of both of those herein named, which substituted Second Party or Parties shall have all the rights, powers and authorities and be charged with all the duties that are conferred or charged upon the Second Party or Parties for whom he, it or they are substituted. In the event of a resignation or a declaration as above stated, the same shall be effective when a written notice thereof setting forth the terms of such resignation or declination, shall be delivered to the other Second Party then acting hereunder.

XVI. It is expressly understood and agreed that any notice, which, under the terms of this Mortgage and Trust, shall or may be given to the Second Parties, shall be given to each of them.

XVII. It is expressly understood and agreed that the term "First Parties" shall apply to the grantors herein, whether they be one or more. All words used herein shall if required by the context be construed to be either singular or plural in number. If there be more than one First Party hereunder, all of the First Parties' covenants are hereby expressly made joint and several. All of the covenants and agreements herein contained shall apply to and shall bind the heirs, representatives, successors and assigns of the First Parties as well as the First Parties themselves.

XVIII. It is expressly understood and agreed that until default be made in any covenant or condition of this Mortgage and Trust or in the payment of any of the notes and/or coupons secured hereby (but not thereafter), the First Parties shall have possession of the property and upon the payment of the Principal Note (First Series) and all the Coupons (First Series) and the Principal Note (Second Series), if any, and all the Coupons (Second Series), if any, as they respectively mature, or are redeemed, as hereinabove provided, and upon the fulfillment and performance of all the covenants and agreements of the said notes and of this Mortgage and Trust, then upon the request of and at the cost of the First Parties a proper release of this Mortgage and Trust shall be executed by the Second Parties, then acting hereunder.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of

A. P. Wagner — Lewis Barber (SEAL)

James H. Goodier — (SEAL)

(SEAL)

(SEAL)

(SEAL)

THE STATE OF SOUTH CAROLINA, ✓ County. } PROBATE

Personally appeared before me A. P. Wagner and made oath that he saw the within named Lewis Barber (Unmarried) sign, seal and as his act and deed deliver the within written deed, and that he with James H. Goodier witnessed the execution thereof.

Sworn to before me this 21st day of August A. D. 192 9

James H. Goodier (L. S.)
Notary Public for ~~S. C.~~

A. P. Wagner

NOTARIAL SEAL

Notary Public Bronx County Bronx Co. Clk's No 177 Reg no. 3194 N. Y. Co. Clk's No 325 Reg no 19-258 Kings Co Clks no. 43 Reg No 1176 Queens Co. Clk's no. 436 Reg no. 6524 Cert. filed in Richmond & Westchester Counties Commission Expires March 30 1931.

STATE OF SOUTH CAROLINA, } RENUNCIATION OF DOWER
County of

I, ..... do hereby certify unto all whom it may concern that Mrs. ....., the wife of the within named ..... did this day appear before me, and, upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named Union Trust Company of Maryland, and American Bank and Trust Company as Trustee, their successors and assigns, all her interest and estate and also all her right and claim of Dower of, in or to all and singular the premises within mentioned and released.

Given under my hand and seal, this ..... day of ..... A. D. 192.....

.....(L. S.)
Notary Public for S. C.

My commission expires .....
Notary Public for S. C.

Recorded August 26th 192 9, at 4:15 o'clock P. M.