

Trustees of Mortgagors, or their successor, shall make and file in the office of the Recorder of Deeds where this instrument is filed, affidavits stating that all of the bonds secured by this deed of trust have been paid, or that sufficient funds have been deposited with said Trustee, or its successor, to pay all of the bonds outstanding and unsatisfied, and that said funds are deposited for the express purpose of paying said bonds when the same shall be presented for payment.

(11) If default is made by Mortgagors in the payment of the principal or interest, according to the tenor and effect thereof, or if default is made by the Mortgagors in the performance of any other covenant or agreement hereby agreed or required to be kept or performed by Mortgagors, and if such default in payment or performance shall continue for a period of thirty days after demand and shall not be waived as hereinafter provided, the Trustee may, and, upon the written request of the holder or holders of twenty-five per cent in amount of the bonds secured hereby and then outstanding, being first indemnified to the Trustee's satisfaction, shall declare the whole of the principal of said bonds then outstanding, together with all accrued and unpaid interest thereon, at once due and payable, and the Trustee may:

(A) Sell the property and assets and all other property conveyed hereby in separate entities or collectively, as said Trustee deems best, such sale to be at public vendue in the City or County where said property is located, and at the place in such City or County where sales under execution are ordinarily made, to the highest bidder, first giving notice of the time, terms and place of sale, and a brief description of the property to be sold, in the manner then required by the laws of the State of South Carolina in the case of sales under execution, with power to adjourn such sale or sales in their discretion, and after such adjournment to make said sale without new notice, and upon such sale shall execute and deliver a deed in fee simple, and bill of sale of the property sold to the purchaser or purchasers thereof, and to receive the proceeds of such sale and any statement of facts or recitals by said Trustee in relation to the non-payment of the money secured to be paid, the advertisement, sale, receipt of money and execution of the deed to the purchaser shall be received as prima facie evidence of such fact and as to the matter of indemnity to be given to the Trustee, and distribution of proceeds of such sale.

(B) In lieu of the above proceeding by the Trustee, and in addition to the above, the Trustee may, in its discretion, bring suit in any Court of competent jurisdiction for the foreclosure of this mortgage and deed of trust, and upon the filing of any such suit the said Trustee shall be entitled to a reasonable fee and reasonable charges for its attorneys and counsel. It is hereby made a covenant of this mortgage that upon the filing of such foreclosure suit, on the application of the Trustee, the Court shall appoint a receiver of all and singular the property conveyed by this mortgage or intended so to be as a matter of right. The proceeds of any sale under the powers herein granted, or under any decree of foreclosure, shall be applied as follows:—

(First) To the payment of costs of sale and court costs; (Second) to the payment of fees, costs and expenses incurred in executing this trust; (Third) to the payment of any moneys that may have been advanced by the Trustee, or any of the bondholders for the payment of taxes, assessments or insurance, or for the costs and expenses incurred in any suit or other proceeding relating to the trust herein created, together with interest on said sums at the rate of eight per cent per annum from the times that they are respectively advanced under the provisions hereof until paid; (Fourth) to the payment ratably of the interest accrued on said bonds; (Fifth) to the payment ratably of the principal of said bonds; and (Sixth) the surplus, if any, shall be paid to the Mortgagors, their successors and assigns. Upon any sale made under the power herein granted, under the decree of foreclosure of this mortgage or deed of trust, the bondholders, or the Trustee, in their behalf, shall have a right to purchase the property in the same manner as if they or it were not interested in the bonds secured hereby, and said bonds and coupons shall be receivable at such sale as cash for the amount which would be payable thereon out of the proceeds of such sale.

The bringing of any foreclosure suit by the Trustee hereunder shall *ipso facto* immediately mature all of the bonds outstanding, notwithstanding the date of their maturity according to their face.

In the event of any sale of any property hereunder, the Mortgagors, for themselves and their successors and assigns, waive and relinquish all right to the equity of redemption and repurchase, and agree that the title of the purchaser or purchasers may be absolute and in fee simple, and the Trustee is authorized to execute deed or deeds, or other proper conveyances, to the purchaser or purchasers, binding the Mortgagors with covenants of seizing and warranty. The Mortgagors further agree to surrender possession of any such property to the purchaser or purchasers on demand, and to execute any evidence or warranties of title to the purchaser or purchasers, as they or he may require.

(12) No delay or omission by the Trustee in exercising the rights and powers herein granted shall be held to exhaust such rights or powers, or be considered as a waiver thereof, but it is hereby mutually agreed that the holder or holders of a majority in amount of the bonds issued hereunder and at any time outstanding, may, by an instrument in writing, instruct the Trustee to waive any default, except that of non-payment of the principal or interest of any of said bonds at maturity, provided always that no such action on the part of the holder or holders of said bonds shall extend to or be taken to effect any subsequent default or impair the rights resulting therefrom.

(13) The Trustee shall not be under any obligation to recognize any person, firm or corporation as the holder or owner of any one or more of the bonds secured hereby, or to do or refrain from doing any act pursuant to the request or demand of any person, firm or corporation professing or claiming to be such holder or owner, until such supposed holder or owner shall produce the said bonds, deposit the same with the Trustee and indemnify the Trustee to its full satisfaction against any cost or expense or liability which may be incurred by it, or for which it may become liable or responsible.

(14) The Trustee shall not be answerable for any act, default, neglect or misconduct of any of their agents or employees by them appointed or employed, in connection with the execution of any of said trusts, nor in any other manner answerable or accountable, under any circumstances whatsoever, except for bad faith. The recitals contained herein, or in the bonds, as to the priority of lien, or any other matters whatsoever, are made by and on the part of the Mortgagors, and the Trustee assumes no responsibility for the correctness of the same. The Trustee shall not be required to keep itself informed as to the payment of taxes or assessments, nor to do any other act or acts suitable or proper to be done for the creation or continuance of the lien hereof. The Trustee shall not be required to effect or renew any insurance. The Trustee may, however, do any or all of these things. The Trustee shall not be required to take any action under this mortgage unless properly requested and in every respect indemnified to its full satisfaction. The Trustee shall be entitled to reasonable compensation for all services rendered hereunder or in connection with this trust; this compensation, together with all necessary and reasonable disbursements, expenses, charges and counsel fees incurred by the Trustee in the discharge of its duties as such, shall be paid by the Mortgagors or out of the Trust Estate, upon which they are hereby made a lien prior to the lien of the bonds issued hereunder.