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ance of any one or more of the covenants or agreements on behalf of the Mortgagor herein contained, the said Mortgagor shall be permitted to have the actual possession of all of the properties subject to the lien hereof, and to use and enjoy all of the rights appertaining thereto.

(8) If the Mortgagor shall well and truly pay the principal sums due on the notes hereunder and secured hereby, when the same become due and payable, together with the interest then accrued, and due thereon, upon presentation and surrender of said notes and coupons respectively and shall well and truly perform all other things herein required to be done and performed by them, then and thereupon all of the estate, right, title and interest of the Trustee hereunder shall cease and determine, and the Trustee shall, by proper instrument or instruments in writing, release and discharge this Indenture.

The Trustee may enter satisfaction of this deed of Trust on the records where the same is recorded without producing the notes or coupons secured hereby; provided that the President or Treasurer of the Trustee herein, or its successor in trust, and/or his assigns, shall make and file in the office of the Recorder of Deed where this instrument is filed, affidavits, stating that all of the notes 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 notes outstanding and unsatisfied, and that said funds are deposited for the express purpose of paying said notes when the same shall be presented for payment.

(9) If default is made by Mortgagor in the payment of the principal or interest, according to the tenor and effect thereof, or if default is made by Mortgagor in the performance of any other covenant or agreement hereby agreed or required to be kept or performed by Mortgagor, 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 notes secured hereby and then outstanding, being first indemnified to the Trustee's satisfaction, shall declare the whole of the principal of said notes then outstanding, together with all accrued and unpaid interest thereon, at once due and payable, and the Trustee may in its discretion, bring suit in any Court of competent jurisdiction for the foreclosure of this mortgage, 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 noteholders 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 notes; (Fifth) to the payment ratably of the principal of said notes; and (Sixth) the surplus, if any, shall be paid to the Mortgagor, his heirs and assigns. Upon any sale made under the power herein granted, under the decree of foreclosure of this mortgage or deed of trust, the noteholders, or the Trustee acting their behalf, shall have a right to purchase the property in the same manner as if they or it were not interested in the notes secured hereby, and said notes 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 notes outstanding, notwithstanding the date of their maturity according to their face.

In the event of any sale of the property hereunder the Mortgagor, for himself and his heirs, executors, administrators and assigns agrees to surrender possession of said 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.

(10) 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 notes 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 notes at maturity, provided always that no such action on the part of the holder or holders of said notes shall extend to or be taken to affect any subsequent default or impair the rights resulting therefrom.

(11) 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 notes 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 notes, 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.

(12) 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 notes, as to the priority of lien, or any other matters whatsoever, are made by and on the part of the

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