

MORTGAGE OF REAL ESTATE

37278 PROVINCIAL-BARRACK CO.-GREENVILLE

wise, first to the payment of accrued interest in the order of its accrual, with interest, on the instalments thereof in default at the time such principal became due, at the greater of (i) the rate specified in such Bonds to be payable until maturity or (ii) five per cent (5%) per annum, and next to the payment of the principal of all Bonds then due; such payments to be made ratably to the persons or parties entitled thereto, without discrimination or preference.

Whenever all that is due upon such interest instalments and upon the principal of such Bonds, and under any of the terms of this Indenture, shall have been paid and all defaults made good, the Trustee shall surrender possession to the Company, its successors or assigns. The same right of entry, however, shall exist upon any subsequent default.

SECTION 3. If an event of default shall happen and be continuing then, and in every such case, it shall be lawful for the Trustee, by such officer or agent as it may appoint, with or without entry, to sell the trust estate as in entirety or in parcels as provided in Section 6 of this Article, at public auction at some convenient place in the City of Charlotte, North Carolina, or at such other place or places as may be required by law, having first published notice of such sale in an authorized newspaper in the City of Charlotte, North Carolina, and in an authorized newspaper in each of the cities in which the principal of any of the Bonds is payable, at least once in each of four successive calendar weeks preceding such sale, and having given any other notice which may be required by law, ^{sale in its discretion by announcement at the time and place} and from time to time to adjourn such ^{appointed for such sale or for such ad-} journed sale or sales without further notice except such as may be required by law; and upon such sale to make or deliver to the purchaser or purchasers a good and sufficient deed or deeds for the same. The Trustee is hereby irrevocably appointed the true and lawful attorney of the Company, in its name and stead, to make all necessary conveyances, assignments and transfers of property thus sold; and for that purpose it may execute all necessary deeds, bills of sale and instruments of assignment and transfer, and may substitute one or more persons, firms or corporations with like power, the Company hereby ratifying and confirming all that its said attorney, or such substitute, or substitutes, shall lawfully do by virtue hereof. Nevertheless, if so requested by the Trustee or by any purchaser, the Company shall ratify and confirm any such sale or transfer by executing and delivering to the Trustee or to such purchaser or purchasers all proper conveyances, assignments, instruments of transfer, and releases as may be designated in any such request.

SECTION 4. If an event of default shall happen and be continuing, then, and in every such case, the Trustee may in its discretion, and shall, at the request in writing of not less than twenty-five per cent. (25%) of the Bondholders and upon being indemnified to its satisfaction, proceed by suit or suits at law or in equity or by any other appropriate remedy to enforce payment of the Bonds and to foreclose this mortgage and to sell the trust estate under a judgment or decree of a court or courts of competent jurisdiction, or by the enforcement of any other appropriate legal or equitable remedy as the Trustee, being advised by counsel, shall deem most effectual to protect and enforce any of its rights or any of the rights of the Bondholders.

SECTION 5. Upon any sale being made either under the power of sale hereby given or under judgment or decree in any judicial proceedings for foreclosure or otherwise for the enforcement of this Indenture, the principal of all Bonds, if not previously due, and the interest accrued thereon, (including interest on overdue instalments of interest), shall at once become and be immediately due and payable.

SECTION 6. Upon any sale, whether made under the power of sale hereby given or by virtue of judicial proceedings, the whole of the trust shall be sold in one parcel as an entirety, or in such parcels and in such order as may be specified in a written request to the Trustee by a majority of the Bondholders or, in the absence of such request, as the Trustee in its discretion shall deem most expedient in the interest of the Bondholders. The Company, for itself, and for all who may claim through or under it, hereby expressly waives and releases all right to have the trust estate or any part thereof marshalled upon any foreclosure, sale or other enforcement hereof, and the Trustee, or