

## MORTGAGE OF REAL ESTATE

37276 PROVENOR-JARRARD CO.-GREENVILLE

If sold in parcels the Trustee may at the request of the President of the Company, discontinue or continue said sale, when and if sufficient funds have been realized from the sale of a portion of said property to pay in full all sums required to be paid under the terms hereof.

Section 6. Upon filing a bill in equity, or upon commencement of any other judicial proceedings, to enforce any right of the Trustee or of the bondholders under this Indenture, the Trustee shall be entitled to exercise any and all rights and powers herein conferred and provided to be exercised by the Trustee, upon the occurrence and continuance of default, as hereinbefore provided; and, as a matter of right, the Trustee shall be entitled to the appointment of a receiver of the mortgaged properties subject to this Indenture, and of the earnings, income, dividends, revenue, rents, issues or profits thereof, with such powers as the Court making such appointment shall confer.

Section 7. In case of any foreclosure sale or sales under the provisions of this Indenture of the property and premises hereby mortgaged, or any part thereof, the principal of all bonds outstanding and secured hereby shall at once become due and payable; and the purchase money, proceeds or avails, together with any sums which may at the time of such sale be held by the Trustee, or be payable to it under any of the provisions of this Indenture as a part of the trust estate, shall be applied as follows, to-wit:

First, to the payment of the costs, expenses, fees and other charges of such sale and all proceedings leading to such sale, including reasonable attorneys' or solicitors' fees, and to the payment of all reasonable compensation due to and all expenses and liabilities incurred and advanced or disbursements made by the Trustee, or by any holders of bonds under the terms of this Instrument and to the payment of all taxes, charges, assessments or liens prior to the lien of these Presents, except any taxes, charges, assessments or other superior liens subject to which such sale shall have been made, and to the payment of the cost of preparing this Indenture and service in connection therewith if then unpaid.

Second: Any balance then remaining to the payment of the whole amount owing or unpaid upon the principal and interest of the outstanding bonds secured hereby, with interest on the overdue instalments of interest at the rate borne by the bonds on which such instalments are overdue and in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid upon the said bonds then to the payment of such principal and interest, ratably, according to the aggregate of such principal and the accrued and unpaid interest, without preference or priority of principal over interest or interest over principal, or of any instalment of interest over any other instalment of interest.

Third: Any surplus then remaining, to the Company, its Successors or assigns, or to whomsoever may be lawfully entitled to receive the same.

Section 8. Upon any judicial sale of the property hereby mortgaged or of any part thereof, the purchaser in making payment therefor shall be entitled after paying in cash so much as shall be necessary to cover all payments required by the terms of this instrument to be paid prior to the principal and interest of the bonds hereby secured, to appropriate and use toward the payment of the remainder of the purchase price, with the consent of the respective holders thereof, any of the bonds or coupons issued hereunder and entitled to participate in the proceeds of such sale, reckoning each bond or coupon so appropriated and used at such sum as shall be payable thereon out of the net proceeds of the sale; and proper receipts shall thereupon be given to the holders of such bonds and coupons for the amount so payable thereon, and the bonds and coupons, if the net proceeds of the sale shall be sufficient to pay them in full, shall be delivered up to the person making the sale for cancellation, or otherwise disposed of under the decree of the Court, or if the proceeds of such sale shall be sufficient to pay them in full, shall be delivered up to the person making the sale for cancellation, or otherwise disposed of under the decree of the Court, or if the proceeds of such sale shall not be sufficient to pay such bonds or coupons in full, then proper