

MORTGAGE OF REAL ESTATE

3726 PATENTED - JARROLD CO. - GREENVILLE

endorsement shall be made thereon of the amount so paid, and they shall then be returned to the holders. Upon any sale as aforesaid by the Trustee or pursuant to judicial proceedings, the Trustee or any bondholder or any other person may bid for and may become the purchaser of the property offered for sale, or any part thereof for itself or himself, with accountability in respect thereof, except for the payment of the purchase price and in compliance with the terms of sale.

Section 9. Except as herein expressly provided to the contrary, no remedy herein conferred upon or reserved to the Trustee, or to the holders of bonds hereby secured, is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 10. No delay or omission of the Trustee, or of any holder of bonds hereby secured to exercise any right or power accruing upon any default continuing as aforesaid, shall impair any such right or power, or shall be construed to be a waiver of any such default, or an acquiescence therein; and every power and remedy given by this Indenture to the Trustee, or to the bondholders, may be exercised from time to time, and as often as shall be deemed expedient, by the Trustee or by the Bondholders.

Section 11. The Company covenants that in case default shall be made in the payment of any instalment of interest on any bond or bonds at any time outstanding and secured by this Indenture, and such default shall have continued for Sixty (60) days after presentation of said coupons for payment, or in case default shall be made in the payment of the principal of any such bonds when the same shall become payable, whether at the maturity of said bonds, or by declaration as authorized by this Indenture, then, upon demand of the Trustee, the Company will pay to the Trustee, for the benefit of the holders of the bonds and interest coupons hereby secured, then outstanding, the whole amount that then shall have become due and payable on all such bonds, for interest or principal, or both, as the case may be, with interest upon the overdue principal and instalments of interest at the rate borne by the bonds upon which such instalment shall be overdue, and in case the Company shall fail to pay the same forthwith upon such demand, the Trustee, in its own name, and as Trustee of an express trust, shall be entitled to recover judgment for the whole amount so due and unpaid.

The Trustee shall be entitled to recover judgment as aforesaid, either before or after or during the pendency of any proceedings for the enforcement of the lien of this Indenture, and the right of the Trustee to recover such judgment shall not be affected by any sale hereunder, or by the exercise of any other right, power or remedy for the enforcement of the provisions of this Indenture of the foreclosure of the lien hereof. In case of a judicial sale of the property subject to this Indenture, and of the application of the proceeds of sale to the payment of the debt secured by this Indenture, the Trustee, in its own name and as Trustee of an express trust, shall be entitled to enforce payment of and to receive all amounts then remaining due and unpaid upon any and all of the bonds issued hereunder and then outstanding, for the benefit of the holders thereof, and shall be entitled to recover judgment for any portion of the debt remaining unpaid with interest. No recovery of any such judgment by the Trustee, and no levy of any execution upon any such judgment upon property subject to this Indenture, or upon any other property, shall in any manner or to any extent affect the lien of this Indenture upon the property or any part of the property subject to this Indenture, or any lien, rights, powers, or remedies of the Trustee hereunder, or any lien, rights, powers or remedies of the holders of the bonds hereby secured, but such lien, rights, powers or remedies of the Trustee and of the bondholders shall continue unimpaired as before, except as to property actually sold, freed and discharged from the lien hereof.

Any moneys thus collected by the Trustee under this Section shall be applied by the Trustee towards the payment of the amounts then due and unpaid upon said bonds and coupons in