

## MORTGAGE OF REAL ESTATE

3726 PROVENCHER-LARRARD CO.-GREENVILLE

any law now or at any time hereafter in force, now claim, take or insist upon any benefit or advantage of or from any law now or hereafter in force providing for the valuation or appraisal of the mortgaged property, or any part thereof, prior to any sale or sales thereof to be made pursuant to any provision herein contained, or to any decree, judgment or order of any court of competent jurisdiction; nor, after any such sale or sales, claim or exercise any right under any statute now or hereafter made or enacted by any state, or otherwise, to redeem the property so sold, or any part thereof, and hereby expressly waives all benefit and advantage of any such law or laws, and covenants that it will not invoke or utilize any such law or laws or otherwise hinder, delay or impede the execution of any power herein granted and delegated to the Trustees but will suffer and permit the execution of every such power as though no such law or laws had been made or enacted; and, for itself and all who may claim through or under it, hereby waives all right to have the estates comprised in the mortgaged property marshalled upon any foreclosure of the lien hereof, and agrees that any court having jurisdiction to foreclose such lien may sell the mortgaged property as an entirety.

Section 9.06. The proceeds of any judicial sale of the mortgaged property, together with any funds at the time held by the Trustees and not otherwise appropriated, shall subject to all the provisions of section 7.03 hereof, be applied as follows: First--To the payment of all costs of such sale and of the suit or suits, wherein such sale may have been ordered, including all reasonable fees and all expenses of the Trustees together with reasonable counsel fees and all costs of advertising and conveyance; Second--To the payment of all other expenses of the trust hereby created, including all moneys advanced by the Trustees, or either of them, or the bondholders hereunder for taxes, tax deeds, assessments, abstracts, maintenance, repairs, liens and insurance, with interest thereon at the highest rate borne by any bonds at the time outstanding hereunder: Third--To the payment of the whole amount then due and unpaid either for principal or interest or for both principal and interest upon the bonds issued hereunder and remaining unpaid with interest on the overdue installments of interest at the same rates borne by the respective bonds; and in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid, then to the payment of such principal and interest ratably according to the aggregate of such principal and interest ratably according to the aggregate of such principal and interest, without preference or priority of any one series of bonds over any other series or of principal over interest or of interest over principal or of any installment of interest over any other installment of interest, except as to the difference, if any, in the respective rates of such interest.

The overplus of the purchase money, if any, shall then be paid to the Company or whomsoever shall be lawfully entitled thereto.

Section 9.07. In case of any such judicial sale of the mortgaged property, or any part thereof, any bondholder or bondholders, any committee of bondholders, or the Trustees, or either of them, may bid for the purchase such property, or any part thereof, and, upon compliance with the terms of sale, may hold, retain, possess and dispose of such property in their or its own absolute right, without further accountability, and shall be entitled, for the purpose of making settlement or payment for the property purchased, to use and apply any bonds hereby secured, and any matured and unpaid coupons, by presenting such bonds and coupons in order that there may be credited thereon the sum apportionable and applicable thereto out of the net proceeds of such sale; and thereupon each such purchaser shall be credited on account of such purchase price, with the sum apportionable and applicable out of such net proceeds to the payment of or as credit on the bonds and coupons so presented.

Section 9.08. Upon any sale of the mortgaged property under any of the provisions of this article, all bonds then outstanding, if not previously due, shall forthwith be and become due and payable.

Section 9.09. The Company covenants that (a) in case default shall be made in the payment of any interest on any bond or bonds at any time outstanding hereunder and such default shall continue for a period of sixty (60) days, or (b) in case default shall be made in the payment of the principal of any such bonds when the same shall have become payable, whether at the maturity of such bonds or by a declaration as authorized by this indenture or otherwise, --then upon demand of the Trustees the Company will pay to the Trustee at its principal office, in the City of Chicago and State of Illinois, for the benefit of the holders of the bonds and coupons issued hereunder and then outstanding, the whole amount then due and payable on all such bonds and coupons, for interest or principal or both, as the case may be, with interest on the over-due principal and the over-due installments of interest at the same rates, respectively, as are borne by the respective bonds whereof the principal or installments of interest shall be over-due, and in case the Company shall fail to pay the same forthwith upon such demand, the Trustees, and each of them, in their, its or his own names or name, and as trustees or trustee of an express trust, shall be entitled to recover judgment against the Company for the whole amount so due and unpaid.

The Trustees, and each of them, 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 Trustees, and of each of them, to recover such judgment shall not