

## MORTGAGE OF REAL ESTATE

37278 PROVISIONS—JARRARD CO.—GREENVILLE

and generally on such terms and conditions as the Trustees shall think fit, and may secure the repayment of the moneys so raised or borrowed with interest on the same, by mortgaging or otherwise charging the mortgaged property, or any part thereof, in such manner and form as the Trustees shall think fit.

SECTION 11.10. In case the Company shall fail seasonably to pay any tax, assessment or governmental or other charge upon any part of the mortgaged property, or shall fail to pay when due the principal or interest of any indebtedness secured by a lien prior to this indenture on any part of the mortgaged property, or to procure and maintain reasonable and proper insurance thereon as aforesaid, the Trustee may but shall have no duty to pay such tax, assessment or governmental or other charge or principal or interest, or procure and maintain such insurance, without prejudice, however, to any rights of the Trustees or the bondholders hereunder arising in consequence of such failure; and any amount at any time so paid under this section, with interest thereon from the date of payment at the highest rate borne by any bonds at the time outstanding hereunder, shall be repaid by the Company upon demand, and shall be secured by this indenture in preference and priority to the lien hereof for the security of the bonds issued and to be issued hereunder and the same shall be given a preference in payment over any of said bonds, and shall be first paid out of the proceeds of any sale of the mortgaged property, if not otherwise paid by the Company, but the Trustee shall be under no obligation to make any such payment unless indemnified to its satisfaction against the expense thereof or furnished with means therefor.

SECTION 11.11. Each and every estate, right, title, interest, lien, claim, demand and cause of action expressed or intended by this indenture to be vested in or conveyed to the Trustees shall (whether or not the same shall be lawfully conveyed to or vested in City National Bank and Trust Company of Chicago and its successors in trust hereunder) in any event hereby vest in and be conveyed to Arthur T. Leonard and his successors in trust hereunder, and each and every covenant or obligation expressed or intended by this indenture to run in favor of, and each and every right, power, remedy and duty expressed or intended by this indenture to be conferred upon or enforceable by the Trustee shall (whether or not the same shall lawfully run in favor of or be conferred upon or be enforceable by City National Bank and Trust Company of Chicago and its successors in trust hereunder) in any event run in favor of, be conferred upon and be enforceable by Arthur T. Leonard and his successors in trust hereunder with like effect, in each and every such case, as though this indenture were originally entered into between the party of the first part and the said Arthur T. Leonard as sole Trustee.

SECTION 11.12. The Co-Trustee may, as to the execution of releases, or as to any other action hereunder, whether discretionary or otherwise, act by attorney in fact.

## ARTICLE TWELVE.

## MISCELLANEOUS PROVISIONS.

SECTION 12.01. Unless default shall have been made in the due and punctual payment of the principal or interest of the bonds hereby secured, or of some part thereof, or in the due and punctual performance and observance of some covenant, condition, agreement or undertaking herein contained, and unless such default shall have continued beyond the period of grace, if any, hereinbefore provided in respect thereof, the Company shall be suffered and permitted to retain actual possession and control of all the mortgaged property, and to manage, operate and use the same and every part thereof, with the rights and franchises appertaining thereto, and to collect, receive, take, use and enjoy the tolls, earnings, income, rents, issues and profits thereof.

SECTION 12.02. When all of the bonds and coupons hereby secured shall have been paid or redeemed or the Company shall have provided for such payment or redemption by depositing in cash with the Trustee the entire amount necessary for such payment or redemption, and shall also have paid, or caused to be paid, all sums accrued and payable hereunder by the Company, then and in that case, all the mortgaged property shall revert to the Company, and the estate, rights, title and interest of the Trustees in respect thereof shall thereupon cease, determine and become void, and the Trustee shall pay all moneys then held by it hereunder, except any moneys deposited for the payment or redemption of bonds outstanding hereunder, and/or for the payment of interest on any such bonds, to the Company, and shall deliver to the Company all securities pledged by it hereunder and then held by the Trustee, and the Trustees in such case, upon payment of all proper charges and upon the cancellation of all bonds and coupons for the payment of which cash shall not have been deposited in accordance with the provisions of this indenture, shall, upon request, execute, acknowledge and deliver proper instruments acknowledging satisfaction of this indenture. Cash deposited for the payment of bonds and coupons under the provisions of this indenture shall be held by the Trustee as a special trust fund for account of the holder or holders of said bonds and coupons, and be applied to the payment of such bonds and coupons upon presentation and surrender thereof. After the deposit of such cash as aforesaid such bonds and coupons shall not be entitled to any benefit of or from this indenture. Upon the expiration of a period of ten (10) years from and after the expressed date of maturity of the bonds or coupons for the payment of which the same was deposited, any cash deposited by the Company with the Trustee under the provisions of this section and not disbursed by the Trustee in payment of such bonds and coupons shall, upon the written request of the Company, be by the Trustee paid over to the Company and thereafter the Trustee shall