

MORTGAGE OF REAL ESTATE

37276 PROVOINC-ARRARD CO.-GREENVILLE

out further notice, it may make such sale or sales at the time and place to which same shall or may be adjourned.

Section 6. Upon the completion of any sale or sales under this Mortgage Deed of Trust or Second Mortgage, the Trustee shall, if required, execute and deliver to the accepted purchaser or purchasers a proper transfer of the property sold, subject to the First Mortgage. The Trustee and its successors are hereby appointed the true and lawful attorney and attorneys, irrevocably, of the Corporation, in its name and stead to make all necessary or proper conveyances, transfers and assignments of the property thus sold; and, for that purpose, the Trustee may execute all necessary or proper instruments or acts of assignment and transfer, the Corporation hereby ratifying and confirming all that its said attorney or attorneys shall lawfully do by virtue hereof.

Section 7. The receipt of the Trustee shall be a sufficient discharge of any purchaser of the property or any part thereof sold as aforesaid for the purchase money and no person, or his representatives, grantees or assigns, after paying such purchase money and receiving such receipts shall be bound to see to the application of such purchase money upon or for any trust or purpose of this Mortgage Deed of Trust or Second Mortgage, or, in any manner whatsoever, be responsible for any loss, misapplication or nonapplication of any such purchase money, or any part thereof, or be bound to inquire as to the authorization, necessity, expediency or regularity of any such sale.

Section 8. In case of any sale of the trust property, as aforesaid, the principal of all the bonds, if not previously due, shall immediately thereupon become and be due and payable, anything in said bonds or in this Mortgage Deed of Trust or Second Mortgage contained to the contrary notwithstanding.

Section 9. The purchase money, proceeds, and avails of any sale of the trust property, together with any other sums which then may be held by the Trustee under any provision of this Mortgage Deed of Trust or Second Mortgage as part of the trust property, or of the proceeds thereof, shall be applied as follows:

First: To the payment of the costs and expenses of such sale, including a reasonable compensation to the Trustee, its agents and attorneys (not to exceed in the aggregate five per cent.) and of all expenses, liabilities and advances made or incurred by the Trustee hereunder, and to the payment of all taxes and assessments, except any taxes, assessments or other superior liens, subject to which such sale shall have been made;

Second: To the payment of the whole amount then owing and unpaid on the bonds secured hereunder for principal and interest, with interest at the rate of seven per cent. (7%) per annum on the overdue installments of interest, and in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid upon said bonds, then to the payment of such principal and interest, without preference or priority of principal over interest, or of interest over principal, or of any installment of interest over any other installment of interest, ratably to the aggregate of such principal and accrued and unpaid interest, subject, however, to the provisions of Section 4, of Article IV of this Mortgage Deed of Trust or Second Mortgage.

Third: To the payment of the surplus, if any, to the Corporation, its successors or assigns, or to whomsoever may be lawfully entitled to receive the same, or as a court of competent jurisdiction may direct.

Section 10. In case of any sale, as aforesaid of any of the mortgaged premises or trust property, any purchaser, for the purpose of making settlement or payment of any property purchased, shall be entitled to turn in any bonds and any unmatured and unpaid coupons in order that there may be credited, as paid thereon, the sums payable out of the net proceeds of such sale to the holder of such bonds and coupons as his ratable share of such net proceeds, after allowing for the portion of the total purchase price required to pay the costs and expenses of the sale, or otherwise, and such purchaser shall be credited on account of the purchase price of the property with the sums payable out of such net proceeds on the bonds and coupons so turned, in; and, at any such sale, the Trustee, or any bondholders may bid for and purchase such property, and may make payment on account thereof, as aforesaid, and upon compliance with the terms of the sale may hold, retain and dispose of such property, without further accountability therefor.

Section 11. Whenever any judicial proceedings shall be commenced to enforce any right of the Trustee or of the bondholders under this Mortgage Deed of Trust or Second Mortgage, then the Trustee shall be entitled to exercise the right of entry herein conferred and also any and all other rights and powers herein conferred and provided to be exercised by the Trustee upon the happening of any event of default; and, as a matter of right, the Trustee shall be entitled to the appointment of a receiver or receivers of the trust property and of the earnings, incomes, rents, revenues, issues and profits thereof, with such powers as the Court or Courts making such appointment, the Trustee shall be entitled to retain possession of all moneys or other property deposited or to be deposited with it hereunder.

Section 12. No holder of any bond or coupon shall have any right to institute any suit, action or proceeding in equity or at law for the foreclosure of this Mortgage Deed of Trust or Second Mortgage, or for the execution of any trust hereof, or for the appointment of a receiver, or for any other remedy hereunder, or for the enforcement of any guaranty given the Trustee for the benefit of the holders of said bonds, unless such holder shall have previously given to the Trustee