

MORTGAGE OF REAL ESTATE

37276 PROVINCE-JARRARD CO.-GREENVILLE

Section 4. Any notice to the Corporation given under any of the provisions of this Indenture shall be deemed sufficiently given if such notice be written or typewritten and deposited in the United States Mail, registered, postage prepaid, addressed to the Corporation at its offices at Greenville, South Carolina, in sufficient time to reach the Corporation at said address, if transmitted in the usual course of the mail, at the time required for the giving of such notice.

ARTICLE X.POSSESSION AND DEFEASANCE CLAUSES.

Section 1. Until the Trustee shall, in pursuance of the powers above recited, have a Receiver take possession of the properties and premises hereby mortgaged, or intended so to be, or shall sell the same, or shall institute proper proceedings to appoint a receiver thereof, the Corporation, its successors or assigns, may retain and enjoy full and free use, possession and management of the same and the full enjoyment of the income, revenue and profits derivable therefrom, subject to the limitations herein contained.

Section 2. On the payment in full of all the bonds issued hereunder and of all the interest thereon from time to time accruing, according to the tenor and effect of said bonds and coupons, and of this Indenture, all the property hereby mortgaged shall be surrendered and delivered to the said Corporation, which shall hold and possess the same as if this Indenture had not been made; and thereupon the Trustee shall; at the cost of the said Corporation, duly execute, acknowledge and deliver such instrument or instruments of satisfaction, or deed or deeds of release, as may be necessary and proper to discharge of record, or otherwise all the property hereby mortgaged, from the lien hereof; provided, however, that the said Corporation or its successors or assigns, shall have the right, and the same is hereby expressly reserved, on the maturity of said bonds, to deposit with the Trustee, to the credit of the holder or holders of all said bonds and coupons which shall not have been presented for payment in accordance with the terms hereof, the amount due thereon for principal and interest, and thereupon the Trustee shall forthwith satisfy and release this Indenture as hereinbefore provided, and the Trustee shall hold such deposit, without interest, to the credit of the said holder or holders of any such bonds and coupons which shall not have been presented for payment at maturity in accordance with the terms of these Presents; and in case the holder or holders of such outstanding and unpaid bonds and coupons of this issue shall not, within five years after such deposit is made by the Corporation, claim the amount so deposited for the payment thereof, then the Trustee shall, upon the written demand of the President of the Corporation or its successors or assigns, pay over such amount so deposited to the said Corporation or to its successors or assigns, upon receiving from the said Corporation, its successors or assigns, its or their duly executed bond, with surety satisfactory to the Trustee, in an amount equivalent to the amount of such deposit unclaimed, and conditioned for the payment of the principal and interest accrued to date of maturity of any of said bonds or coupons thereafter presented for payment.

ARTICLE XI.ACCEPTANCE OF TRUSTS BY TRUSTEE.

The South Carolina National Bank of Charleston, Trustee, the party hereto of the second part, hereby accepts the trusts of this indenture declared and provided, upon the terms and conditions hereinbefore set forth.

IN WITNESS WHEREOF, the said Greenville Community Hotel Corporation, in pursuance of the aforesaid resolutions of its Directors and Stockholders, has caused these Presents to be executed in its corporate name, by its President, and its corporate seal to be hereunto affixed, duly attested by its Secretary, and the said The South Carolina National Bank of Charleston, in pursuance of its acceptance of the Trust hereby created, has caused these Presents to be duly signed in its corporate name, by its Vice President and its corporate seal to be to be hereunto affixed and attested by its Asst. Trust Officer on this the First day of July, A. D. 1937.

Signed, sealed and delivered in the presence of:

J. M. Perry

Janelle Henderson

As to Greenville Community Hotel Corporation.

Sara Love

G. D. Wood.

As to South Carolina National Bank of Charleston.

GREENVILLE COMMUNITY HOTEL CORPORATION

BY: E. M. Johnston,
President.

Attest: Wm. Goldsmith
Secretary.

SOUTH CAROLINA NATIONAL BANK OF CHARLESTON

BY: Ernest Patton, Vice President

Attest: A. P. Youmans,
Asst. Trust Officer.