

connected with said Hotel, belonging to said Corporation, and all additions thereto which may be made, or in which it now has, or may have an equity, or on which it has a lien, to the extent of the interest or claim of said Corporation.

AND any and all rents, issues, profits and other income of said Corporation from and after the date of any default under the terms hereof.

TO HAVE AND TO HOLD all the same, together with the rights, members, hereditaments and appurtenances thereunto belonging or in anywise appertaining, unto the said The South Carolina National Bank of Charleston, as Trustee, its successor and/or successors in trust, and its or their assigns forever.

IN TRUST, NEVERTHELESS, for the uses, intents and purposes and upon the conditions and limitations hereinbefore and hereinafter expressed and declared, and of and concerning the same and subject to which the bonds secured hereby and issued to and accepted by each and every holder thereof.

THAT IS TO SAY:

ARTICLE I.

BENEFICIARIES OF THIS TRUST

THIS MORTGAGE shall constitute a continuing lien until the full and final payment of all bonds and coupons issued hereunder, for the equal pro rata use, benefit and security of all and every persons, partnerships and corporations who may be or at any time become the owner or holders of any of the issue of said bonds, aggregating Three Hundred Eighteen Thousand (\$318,000.00) Dollars, to be known and designated as Mortgage Bonds Class C; and of the respective coupons thereto attached, without preference of any of said bonds or interest coupons over any of the others of said bonds by reason of priority in the time of issue, negotiations or certification thereof, or otherwise, however.

PROVIDED, that none of the said third mortgage bonds so to be issued of the said Corporation, shall be obligatory as against the said Corporation, or deemed to be secured by this Indenture, unless and until the certificate thereon endorsed authenticating the same, as indicated, in the form of bonds hereinbefore set forth, shall be subscribed by the said Trustee or its successor or successors in the trust hereby created, but such certificate when so subscribed, shall be conclusive evidence that the bond so certified has been duly issued hereunder and is entitled to participate in the benefits of the trust herein and hereby created.

ARTICLE II.

DESCRIPTION, EXECUTIVE, ISSUE, CERTIFICATION
AND REGISTRATION OF BONDS.

Section 1. The issue of bonds created and secured by this Third Mortgage shall be known as Mortgage Bonds Class C of an aggregate par value of Three Hundred Eighteen Thousand (\$318,000.00) Dollars, and substantially in the form hereinbefore set forth, all dated July 1, 1937, and to be issued in denominations as hereinbefore set forth.

Section 2. All the bonds created and secured hereby shall bear interest at the rate of five per cent. per annum, payable semi-annually on the first day of January and July in each year, and shall after the execution and delivery of these presents and the registering or recording of this Indenture, be certified and delivered upon the written order or orders of the President and Secretary of the Corporation, accompanied by a copy of the resolution authorizing such certification and delivery, certified by the Secretary under the seal of the Corporation to have been adopted by a majority vote of the Directors at a meeting of the Directors of the Corporation legally called, convened and held.

Section 3. The interest on the bonds shall be payable only upon presentation and surrender of the several coupons for said interest as they respectively mature, and when paid such coupons shall forthwith be cancelled.

Section 4. The interest coupons to said bonds attached, secured or intended to be secured this Third Mortgage or Mortgage Deed of Trust, shall be authenticated by the facsimile signature of the Secretary of the Corporation, printed or lithographed thereon, which facsimile signature shall be regarded and treated in all respects, in fact in law, as equivalent to the manual signing of the said coupons by the said Secretary.

Section 5. Any bond issued hereunder may be registered in the name of the owner on the books of the Trustee, and thereupon the principal shall be payable to the registered holder. Any bond so registered shall be transferable only on the books of the Trustee on presentation of said bond properly assigned by the registered holder in person or by his proxy duly authorized and noted on the bond, but the same may be discharged from registry by being in like manner transferred to bearer, after which it may be transferable by delivery; but such bond may again from time to time be registered or transferred to bearer as before. Such registry shall not affect the negotiability of the coupons belonging to the bond, and every such coupon shall continue to pass by delivery and shall remain payable to bearer.

Section 6. If any bond issued hereunder shall be lost, mutilated or destroyed, the Corporation may issue a new bond of like tenor and date, bearing the same number, and the officers