

pertaining thereto or arising therefrom derived, received, or had, and such receiver shall have all the usual powers and duties of receivers in like and similar cases, to the fullest extent permitted by law, and if the Trustee shall make application for the appointment of a receiver the Corporation hereby expressly consents that the court to which such application shall be made may make said appointment; and

(c) sell or cause to be sold all and singular the Trust Estate, or any part thereof, and all right, title, interest, claim and demand of the Corporation therein or thereto, at public auction at such place in any county in which the property to be sold, or any part thereof, is located, at such time and upon such terms as may be specified in a notice of sale, which shall state the time when and the place where the sale is to be held, shall contain a brief general description of the property to be sold, and shall be given by mailing a copy thereof to the Corporation at least fifteen (15) days prior to the date fixed for such sale and by publishing the same once in each week for two successive calendar weeks prior to the date of such sale in a newspaper of general circulation published in said county or, if no such newspaper is published in such county, in a newspaper of general circulation in such county, the first such publication to be not less than fifteen (15) days nor more than thirty (30) days prior to the date fixed for such sale; any sale to be made under this subsection (c) of this section 2 may be adjourned from time to time by announcement at the time and place appointed for such sale or for such adjourned sale or sales, and without further notice or publication the sale may be had at the time and place to which the same shall be adjourned; provided, however, that in the event another or different manner of conducting the same shall be required by law the notice of sale shall be given or the sale shall be conducted, as the case may be, in accordance with the applicable provisions by law.

Nothing herein contained, shall, however, affect or impair the right, which is absolute and unconditional, of any holder of any note secured hereby to enforce the payment of the interest on or principal of such note on the date or dates any such interest or principal shall become due and payable in accordance with the terms of such note.

Section 3. At any sale hereunder the Trustee or any noteholder or noteholders shall have the right to bid for and purchase the Trust Estate, or such part thereof as shall be offered for sale, and any noteholder or noteholders may apply in settlement of the purchase price of the property so purchased the portion of the net proceeds of such sale which would be applicable to the payment on account of the principal of and interest on the note or notes held by such noteholder or noteholders, and such amount so applied shall be credited as a payment on account of principal of and interest on the note or notes held by such noteholder or noteholders.

Section 4. Any proceeds or funds arising from the exercise of any rights or the enforcement of any remedies herein provided, after the payment or provision for the payment of any and all costs and expenses of the Trustee, its agents, employees, and counsel in connection with the exercise of such rights or the enforcement of such remedies, shall be applied by the Trustee: first, to the payment of indebtedness hereby secured other than the principal of or interest on the notes; second, to the ratable payment of interest which shall have accrued on the notes and which shall be unpaid, third, to the ratable payment of or on account of the unpaid principal of the notes; and the balance, if any, shall be paid to whosoever shall be entitled thereto.

Section 5. Every right or remedy herein conferred upon or reserved to the Trustee or to the noteholders shall be cumulative and shall be in addition to every right or remedy given hereunder or now or hereafter existing at law, or in equity, or by statute. The pursuit of any right or remedy shall not be construed as an election.

Section 6. The Corporation for itself and all who may claim through or under it covenants that it will not at any time insist upon or plead, or in any manner whatever claim, or take the benefit or advantage of, any appraisal, valuation, stay, extension, or redemption laws now or hereafter in force in any locality where any of the Trust Estate may be situated, in order to prevent, delay, or hinder the enforcement or foreclosure of this Indenture, or the absolute sale of the Trust Estate, or any part thereof, or the final and absolute putting into possession thereof, immediately after such sale, of the purchaser or purchasers thereat, and the Corporation, for itself and all who may claim through or under it, hereby waives the benefit of all such laws unless such waiver shall be forbidden by law.

#### ARTICLE IV

##### Concerning the Trustee

Section 1. The Trustee accepts the trusts of this Indenture and agrees to execute them subject to the following terms and conditions:

(a) neither the Trustee, its agents or attorneys, nor any holder of any note or notes hereby secured, shall incur any personal liability on account of anything done or omitted under the provisions of this Indenture, except in case of gross negligence or misconduct;

(b) the Trustee shall not be responsible for the execution or validity of this Indenture or of the notes, nor for, or in respect of, the title of the Corporation to, or the sufficiency of, the security provided herein, nor for the genuineness or validity of any conveyances, transfers, or assignments of any property intended to be subject to the lien hereof; and

(c) whenever it is hereby provided that the Trustee may enforce any remedy, or give any notice