

adjournment thereof; and without further notice or publication except such as may be required by applicable law, may make such sale at the time and place to which the same shall have been so adjourned.

§ 6.04. DEEDS TO PURCHASERS; APPLICATION OF NOTES TOWARD PURCHASE PRICE; APPLICATION OF PROCEEDS. The Mortgagee is hereby irrevocably appointed the true and lawful attorney of the Company and Cork 'N Cleaver, in the name and stead of the Company and Cork 'N Cleaver, to make delivery of, and all necessary conveyances respecting, any property sold under the Indenture; and for that purpose the Mortgagee shall execute all necessary instruments of assignment and transfer, the Company and Cork 'N Cleaver hereby ratifying and confirming all that their said attorney shall lawfully do by virtue hereof.

Any such sale or sales made under or by virtue of the Indenture, whether under the power of sale herein granted or by virtue of judicial proceedings, shall operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of the Company and Cork 'N Cleaver of, in and to the property so sold, and shall be a perpetual bar, both at law and in equity, against the Company and Cork 'N Cleaver, their successors and assigns and against any and all persons claiming or who may claim the property sold, or any part thereof, from, through or under the Company or Cork 'N Cleaver, their successors or assigns.

In case of any sale as aforesaid of the Mortgaged Property or any part thereof, the Mortgagee may bid for and purchase the property offered for sale, and may, for the purpose of making settlement or payment for the property purchased, use and apply any Notes then outstanding and any unpaid claims for interest on the Notes, in order that there may be credited thereon the sums payable out of the net proceeds of such sale to the Mortgagee and claims for interest.

In case of any sale of the Mortgaged Property, or any part thereof, whether made under the power of sale herein granted or by virtue of judicial proceedings, the principal of and accrued interest on all the Notes then outstanding, if not already due, shall immediately become due and payable, anything in the Notes or in the Indenture to the contrary notwithstanding.