

Section 3. Surrender of Premises. Upon the happening of any event of default which continues for a period of thirty (30) days, Issuer, upon demand of the Trustee, shall forthwith surrender to the Trustee the actual possession of, and it shall be lawful for the Trustee, by such officer or agents, servants and employees as it may appoint, to take possession of the Premises (with the relevant books, papers and accounts of the Issuer), and to hold, operate and manage such property, and from time to time make all needful repairs, and such alternations, additions, advances and improvements as to them shall seem wise; and to receive the rents, income, issues and profits thereof and out of them to pay all proper costs and expenses of so taking, holding and managing such property, including reasonable compensation to the Trustee, its agents, servants and employees and counsel, and any charges of the Trustee hereunder, and any taxes and assessments and other charges prior to the lien of these presents which the Trustee may deem it wise to pay. The remainder of the monies so received by it shall be utilized to pay interest and principal on the bonds. Provided, however, that it shall not be obligatory upon the Trustee to take possession in the event of default.

Section 4. Power of Sale. Upon the happening of any event of default which continues for a period of thirty (30) days, the Trustee may, or the Trustee shall upon receipt of written requests from the recorded holders of twenty-five (25%) percent in principal amount of all bonds secured hereby that are then outstanding and unpaid, proceed to sell the entire property conveyed herein, in one or more parcels, as provided by the laws of this state for foreclosure of mortgages/Deed of Trust to the highest bidder at public auction conducted in the manner prescribed hereinafter. Unless otherwise provided by law or court order, any sale hereunder shall be at public auction, before the courthouse door in the political subdivision where the Property conveyed herein is located, to the highest bidder for cash, in accordance with the laws of the state in which the Property is located. This power of sale shall not be exhausted until all bonds secured hereby and interest thereon have been paid, and one or more sales may be held hereunder. Anyone may bid and/or purchase at such sale, including the Trustee and any bondholder. The Issuer hereby appoints the Trustee, its agent and attorney-in-fact to make such sale or sales and to execute sufficient conveyances in fee simple of any property sold, with full bar of all right, title or interest of equity of redemption it may have in said property to be sold, and vesting the same in the purchaser or purchasers at such sale or sales. This power of sale is cumulative to any and all remedies of foreclosure or otherwise that may be now or hereafter provided by law. Each bondholder hereby authorizes Trustee to bid on the Property at any such sale by bidding the total amount of indebtedness secured hereby.

Section 5. Other Remedies. Upon the happening of any event of default which continues for a period of thirty (30) days, the Trustee may either after entry, as hereinbefore provided, or without entry, proceed by suit or suits at law or in equity by any other appropriate remedy to recover all payments of principal, interest and other sums which are due but have not been paid, to recover the entire principal sum of all bonds then outstanding together with all accrued interest thereon, notwithstanding the time limit in the several bonds shall not have expired, to enforce payment of the bonds and/or to foreclose this mortgage and to sell the Premises under the judgement or decree of a court or courts of competent