

mentioned in Subdivisions "a" and "b" of this Section, the unpaid balance (with interest thereon at said highest rate) shall be and remain a valid, subsisting and enforceable obligation against the mortgagor, and the mortgagor hereby irrevocably consents that the Trustees, in their own names and as trustees of an express trust, may take a deficiency judgment thereon against the mortgagor, either in foreclosure proceedings or otherwise.

Section 9: Trustees Need Not Manually Produce Bonds: The Trustees may in all things conduct any proceedings hereunder, or on said bonds and coupons, without manually producing the bonds or coupons and as if they held the same, and the certificate of the Corporate Trustee, under its seal, as to numbers, denominations and amounts thereof, shall be admissible as evidence and as prima facie correct.

Section 10: Remedies, Cumulative, Etc.: Whenever action hereunder, or on said bonds or coupons, by the Trustees or bondholders is justified under the provisions hereof, it may be taken against all or any part of said property in their discretion. No delay or omission by them to exercise any right or power accruing upon any default hereunder by the mortgagor shall impair such right or power or be construed as a waiver of such default or an acquiescence therein. Except as may be herein otherwise expressly provided, no right or remedy they have hereunder shall be exclusive of any other right or remedy, but shall be cumulative and in addition to every other right or remedy given hereunder or now or hereafter existing, and every power or remedy conferred by this instrument may be exercised from time to time as often as deemed expedient. If the Trustees proceed to enforce any right hereunder by entry, foreclosure or otherwise, and such proceeding is discontinued or abandoned for any reason or is determined adversely to the Trustees, then in every such case the mortgagor, Trustees and bondholders shall be restored to their former respective positions and rights hereunder with regard to the mortgaged property, and all rights, remedies and powers hereunder of the Trustees and bondholders shall continue as though no such proceedings had been taken.

Section 11: Organization of Corporation to Take Over Mortgaged Property Sold: Anything contained in this instrument to the contrary notwithstanding, it is expressly agreed (subject, however, to Section 12 of this Article) as follows: If upon any sale hereunder the holders of

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