

MORTGAGE OF REAL ESTATE

37276 PROVINCE—HARRARD CO.—GREENVILLE

Section 4. At any sale under the Amended Mortgage the Mortgagee or any holder or holders of any of the bonds then outstanding or secured hereby shall have the right to bid for and purchase the Mortgaged Property, or such part thereof as shall be offered for sale, and 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 bonds held by such purchaser, and such amount so applied shall be credited as a payment on account of such interest and principal on said bonds.

Section 5. Any proceeds or funds arising from the exercise of any rights or the enforcement of any remedies herein provided, after payment or provision for the payment of any and all costs and expenses in connection with the exercise of such rights or the enforcement of such remedies, shall be applied ratably, first, to the payment of indebtedness secured by the Amended Mortgage other than the principal of or interest on the bonds; second, to the payment of interest on the bonds which shall have become due and be unpaid; third, to the payment or reduction of the unpaid principal of the bonds; and to the payment of the balance, if any, to whosoever shall be entitled thereto.

Section 6. Every right or remedy herein conferred upon or reserved to the Mortgagee or to the bondholders shall be cumulative and shall be in addition to every other right 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 7. The Mortgagor 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, ~~taxes or other charges or taxes~~ or take the benefit or advantage of any appraisalment, valuation, stay, extension, or redemption laws now or hereafter in force in any locality where any of the Mortgaged Property may be situated, in order to prevent, delay, or hinder the enforcement or foreclosure of the Amended Mortgage or the absolute sale of the Mortgaged Property, 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 Mortgagor, 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

Possession Until Default-Defeasance Clause

Section 1. Until some one or more of the events of default shall have happened the Mortgagor shall be suffered and permitted to retain actual possession of the Mortgaged Property, and to manage, operate, and use the same and every part thereof, with the rights and franchises appertaining thereto, and to collect, receive, take, use, and enjoy the tolls, rents, revenues, issues, earnings, income, products, and profits, thereof, subject to the provisions of the Amended Mortgage.

Section 2. If the Mortgagor shall well and truly pay or cause to be paid the whole amount of the principal of and interest on the bonds at the times and in the manner therein provided, according to the true intent and meaning thereof and shall also pay or cause to be paid all other sums payable under the Amended Mortgage by the Mortgagor and shall well and truly keep and perform, according to the true intent and meaning thereof, all covenants therein required to be kept and performed by it, then and in that case, all property, rights, and interest hereby conveyed or assigned or pledged shall revert to the Mortgagor and the estate, right, title, and interest of the Mortgagee and the bondholders shall thereupon cease, determine, and become void and the Mortgagee and each bondholder shall execute and deliver to the Mortgagor such instrument of satisfaction, discharge, or release as shall be required by law in the circumstances.

ARTICLE V

Miscellaneous Provisions

Section 1. All of the covenants, stipulations, promises, undertakings, and agreements herein or in the Mortgage contained by or on behalf of the Mortgagor shall bind its successors and assigns, whether so specified or not, and all titles, rights, and remedies granted to or conferred upon the Mortgagee by the Amended Mortgage shall pass to and inure to the benefit of the assignees for the ratable benefit and security of all who shall from time to time be holders of bonds executed and delivered as herein provided.

Section 2. The descriptive headings of the various articles of this Indenture were formulated and inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

Section 3. All demands, notices, approvals, designations, or directions permitted or required to be made upon or to the Mortgagor shall be in writing and shall be sufficient if mailed by registered mail addressed to the Mortgagor at Columbia, South Carolina, or such other address as shall be designated in writing by the Mortgagor to the Mortgagee.

Section 4. Any notice, statement, or report to the Mortgagee shall be in writing and shall be mailed by registered mail addressed to the Administrator of the Rural Electrification Administration, Washington, D. C., or to such other person and at such other address as may be designated in a notice from the Mortgagee to the Mortgagor given as above provided.

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