

TITLE TO REAL ESTATE

and reasonable compensation for its own services and for the services of such attorneys, agents and assistants as it may in the exercise of its discretion employ for any of the purposes aforesaid, the Trustee shall apply the rest and residue of the moneys received by it as follows:

(a) In case the principal of the bonds shall not have become due, to the payment of the interest in default, in the order of the maturity of the instalments of such interest, with interest on the overdue instalments thereof at the rate of five per centum (5 $\frac{1}{2}$ %) per annum, such payments to be made ratably to the parties entitled thereto without discrimination or preference, subject, however, to the provisions of §7.01.

(b) In case the principal of the bonds shall have become due, whether at maturity, by designation thereof for the redemption thereof, by declaration or otherwise, then as provided in paragraph Second of §7.12.

In case all payments provided for in clause (a) of this Subdivision I and payment of whatever may be payable for any other purpose required by any provision of this Indenture shall have been made in full, and no suit to foreclose or enforce this Indenture shall have been begun or sale made as hereinafter provided, and compliance shall have been made by the Company with all other provisions of this Indenture as to which it shall be in default, the Trustee, after provision satisfactory to the Trustee shall have been made for the payment of the next maturing instalment of interest to fall due upon the bonds then outstanding, shall restore the possession of the mortgaged and pledged property (other than any cash or securities at the time required to be held by the Trustee hereunder) to the Company or whosoever shall be entitled thereto.

II. The Trustee may, with or without entry, sell, subject to the liens prior hereto, if any, then existing thereon or free from such of said liens as it, in its discretion, may elect to discharge, to the highest and best bidder, all or any part or parts of the mortgaged and pledged property and all of the right, title, interest, claim and demand of the Company therein and thereto, and the right of redemption thereof, at public auction, at such times and places and upon such conditions as to upset or reserve bids or prices and as to terms of payment and other terms of sale as the Trustee may fix and briefly specify in the notice of sale to be given as hereinafter provided, or as may be required by law, including power and authority to the Trustee to rescind or vary any contract of sale that may be entered into and to resell under the powers herein conferred.

III. The Trustee may proceed to protect and enforce its rights and the rights of the bondholders under this Indenture by a suit or suits in equity or at law, whether for the specific performance of any covenant or agreement contained in this Indenture, or in aid of the execution of any power granted in this Indenture, or for the foreclosure of this Indenture, or for the sale of the mortgaged and pledged property under the judgment or decree of any court or courts of competent jurisdiction, without any stay of execution, anything in the laws of South Carolina, or any other law, or any usage or custom, to the contrary notwithstanding, or for the enforcement of any other appropriate legal or equitable remedy as the Trustee, being advised by counsel, shall deem most effectual to protect and enforce any of its duties or its or their rights hereunder.

In case any one or more of said Events of Default shall exist, it shall be the duty of the Trustee, upon being so requested in writing by the holders of at least twenty-five per centum (25%) in principal amount of the bonds then outstanding, and upon being indemnified to its satisfaction against costs, expenses and liability which may be incurred by acting in pursuance of such request, to proceed to exercise some one or more of the foregoing remedies; but neither this provision nor the provisions of 7.19 shall be construed as authorizing the holders of said percentage of the bonds outstanding to require the Trustee to exercise the particular remedy or remedies specified in such request or to control the discretion of the Trustee as to the time, place and manner of conducting the proceedings for the exercise of the remedy or remedies which the Trustee shall determine to exercise.

§7.04. In case the Trustee shall proceed by suit or suits at law or in equity after an Event of Default, this Indenture shall bear a confession of judgment in favor of the Trustee, and the Trustee shall be entitled to have the mortgaged and pledged property sold by judicial sale or sales under the orders, judgments or decrees of a court or courts of competent jurisdiction, or under executory or other legal process, for or toward the satisfaction of the principal and interest then due or owing on the bonds then outstanding, and for the enforcement of the rights, liens and benefits of the Trustee and the bondholders, and shall be entitled, pending any such suit or proceedings, as a matter of right, to the appointment of a receiver of all the mortgaged and pledged property and of the rents, earnings, revenues, issues, profits and income of the Company, with such powers as the court making such appointment may confer, whether the mortgaged and pledged property shall or shall not be adequate and sufficient to pay and satisfy the bonds then outstanding; but, notwithstanding the appointment of any receiver, the Trustee shall be entitled as pledgee to the possession and control of any cash, bonds or other obligations and/or stock at the time held by, or payable or deliverable under the provisions of this Indenture, to the Trustee.