

(b) Remedies: If the entire unpaid principal sum of and the interest accrued on the Note or Notes shall become due and payable either at the final maturity date thereof or prior thereto as provided therein or in section (a) hereof, and the CORPORATION shall not promptly pay the same, the TRUSTEE shall have the following remedies, to-wit:

(1) The TRUSTEE may, and on receipt of a request in writing by the holder of the Note or of the holders of fifty percent (50%) or more in principal amount of the Notes then outstanding so to do, accompanied by adequate indemnity against any and all loss, liability, costs and expenses, shall proceed with the collection of the amount due upon the Note or Notes, and any other sums due by the CORPORATION as herein provided, by suit, foreclosure, or other judicial proceedings, and may apply to the court for a sale of the TRUST ESTATE, or any part thereof, and for appointment of a receiver thereof, and shall take such steps as may be necessary or proper for the enforcement of said indebtedness against the security given. In any such proceeding at law or in equity commenced by the TRUSTEE, the TRUSTEE shall, as a matter of right, be entitled ex parte to the appointment of a receiver of and for all and singular the TRUST ESTATE, and by and through said receiver to take possession thereof and of the business of the CORPORATION, and to operate the said business through such receiver. In any such proceeding, the TRUSTEE shall be allowed all of its expenses, costs and charges, including all attorney's fees