

10. The proceeds of a foreclosure sale, judicial or otherwise, shall be applied: first, to the expense of advertising and selling, including, unless prohibited by law, statutory or reasonable attorneys' fees; second, to the repayment of any money, with interest thereon, which the Mortgagees may have paid or become liable to pay or which it may then be necessary to pay for taxes, assessments, insurance or other charges, liens or debts as hereinabove provided; third, to the payment and satisfaction of the indebtedness hereby secured with interest; fourth, the balance, if any, shall be paid to the Company.

11. As long as any of the indebtedness hereby secured shall remain unpaid, the Company will neither commit nor permit waste on the Premises subject hereto; and on the commission of any waste thereon the Mortgagees may at their option declare the entire indebtedness hereby secured to be at once due and payable.

12. Any promise made by the Company herein to pay money may be enforced by a suit at law, and the security of this Mortgage shall not be waived thereby, and as to such debts the Company waives all right of exemption under the law.

13. If any provision of this Mortgage shall be contrary to any applicable law, such provision shall be considered of no force and effect; it being expressly agreed, however, that the remainder of this instrument shall be valid and binding according to the terms and conditions hereof as modified by an amendment or deletion of such provision as may be necessary to bring such provision into conformity with the law.

14. It is understood and agreed that an assignment of all or part of the rentals due under the Lease is to be executed by the Company as security for all indebtedness secured by said Trust Indenture.

The covenants, conditions and agreements herein contained shall bind, and the benefits and advantages shall inure to, the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall include all genders, and the term "Mortgagees" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise, including, without limitation, any assignee or pledgee.

IN WITNESS WHEREOF, this instrument has been signed, sealed and delivered as of the day and year first above mentioned, subject to the condition, however, that it shall not become effective until the 26th day of January, 1971.

Witnesses to the signing, sealing and delivery hereof:

REPROCO, INC.

M. M. Barrett
M. M. Barrett

By R. O. Beard
R. O. Beard Vice President

Attest:

J. C. Andrews
J. C. Andrews

Terry Webster
TERRY WEBSTER Asst. Secretary

CERTIFICATE OF ACKNOWLEDGMENT

Oklahoma
STATE OF ~~SOUTH CAROLINA~~)
COUNTY OF Washington) SS.

Personally appeared before me M. M. Barrett
(First Witness), who being duly sworn, says that he saw the within-named REPROCO, INC. by R. O. Beard its
Vice President, sign the within Instrument
and TERRY WEBSTER, its Assistant Secretary attest the
same and the said corporation, by said officers, seal said
Instrument, and, as its act and deed, deliver the same and that
deponent with J. C. Andrews (Second Witness) witnessed
the execution thereof.

M. M. Barrett
(FIRST WITNESS)
M. M. Barrett

SWORN to before me, this 17th
day of January, 1971

Recorded March 1, 1971 at 2:47 P.M.
#20090.

Weda Mickels (SEAL)
Notary Public WEDA MICKELS
My Commission Expires March 7, 1972