

Beneficiary, to sell the North Carolina Properties at public auction to the highest bidder for cash after having first given notice of hearing as to commencement of foreclosure proceedings and having obtained such findings or leave of court as may be then provided by law and giving such notice and advertising the time and place of such sale in such manner as may then be provided by law, and upon compliance with the then law relating to foreclosure proceedings in North Carolina to convey title to the purchaser at such sale or sales in fee simple.

The proceeds of the sale shall, after the Trustee retains a reasonable commission, based on work performed and reasonably necessary services rendered, be applied to the costs of sale, the amount due on the Secured Obligations and otherwise as required by the then existing law relating to foreclosures. In the event foreclosure is commenced, but not completed, the Grantor shall pay all expenses incurred by the Trustee and a reasonable partial commission based upon the work performed and reasonably necessary services rendered.

7.8 As to the Mortgaged Properties located in South Carolina (in this Section 7.8 called the "South Carolina Properties"), this Deed of Trust is intended as a mortgage. It is agreed, that should legal proceedings be instituted for the collection of the debts secured hereby, then and in that event, the Beneficiary, shall have the right to have a receiver appointed as hereinafter provided. It is further agreed that if legal proceedings should be instituted for the foreclosure of this Deed of Trust or for any purpose involving this Deed of Trust, or should the debt secured hereby be placed in the hands of an attorney at law for collection by suit or otherwise, that all costs and expenses incurred by the Beneficiary, including a reasonable counsel fee based on work performed and reasonably necessary services rendered, shall thereupon become due and payable as part of the debt secured hereby, and may be recovered and collected hereunder. The Grantor shall hold and enjoy the South Carolina Properties until the occurrence of an Event of Default hereunder, whereupon the Agent or the Beneficiary shall have power to conduct a foreclosure sale of the South Carolina Properties at public auction as provided under applicable law. Upon performance and payment of the Secured Obligations in full, the Grantor shall be entitled to a satisfaction and cancellation of this Deed of Trust as to the South Carolina Properties.

7.9 As to the Mortgaged Properties located in Virginia (in this Section 7.9 called the "Virginia Properties"), this Deed of Trust is intended as a deed of trust to Lawyers Title Insurance Corporation and any Successor or Substitute Trustee hereafter appointed to act hereunder with respect to the Virginia Properties (referred to in this Section 7.9 collectively as the "Trustee"). Upon default, the Trustee shall, upon the request of Beneficiary, sell the Virginia Properties (or, if the Virginia Properties shall consist of more than one parcel, such parcel or parcels thereof as Beneficiary may select) for cash or upon such terms and conditions as the Trustee may deem expedient, and at such time and place as the Trustee may consider advisable, at public auction, after having first advertised the time, place and terms of sale once a week for four successive weeks, or, at the option of the Trustee if the property lies in a city, or in a county immediately contiguous to a city of the first class, then five times (which may be five consecutive days), in a newspaper published or having general circulation in the county or city wherein the property to be