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- (b) If default shall be made in the payment of any instalment of interest on any Bond, when and as the same shall become due and payable, as therein and herein expressed, and such default shall have continued for a period of ten days; or
- (c) If default shall be made in the payment of any deposit required by the provisions of Article Four to be made monthly with the Trustee in respect of principal of and interest on the Bonds, and such default shall have continued for a period of ten days; or
- (d) If default shall be made in the due observance or performance of any other covenant, condition or agreement on the part of the Corporation, its successors ar assigns, in the Bonds or in this Indenture contained, and such default shall have continued for a period of ten days after written notice specifying such default and demanding that the same be remedied shall have been given to the Corporation by the Trustee, whose duty it shall be to give such notice at the written request of the registered owners of at least ten per cent. In principal amount of the Certificates then outstanding; or
- (e) If default shall be made in the payment of the principal or interest on the mort-gages referred to and described in Clauses Second and Third of the Granting Clauses hereof, when and as the same shall become due and payable, whether at maturity, or by declaration or otherwise, as in said mortgages provided; or
- (f) If default shall be made in the due observance or performance of any other covenant, condition or agreement on the part of the Corporation, its successors or assigns, contained in the mortgages hereinabove in subdivision (e) referred to, and such default shall have continued for a period of ten days:
- (g) If by the order of a court of competent jurisdiction, a receiver of the Trust Estate, or any part thereof, or of the Corporation, shall be appointed and shall not have been discharged within a period of thirty days, or if, by decree of such a court, the Corporation shall be adjudicated a bankrupt, or by declared insolvent; or
- (h) If the Corporation shall be dissolved or be liquidated, or if the Corporation shall file a petition in voluntary bankruptcy, or shall make an assignment for the benefit of its creditors, or shall admit in writing its inability to pay its debts generally as they become due, or shall consent to the appointment of a receiver or receivers of all or any part of the Trust Estate: or
- (1) If the Corporation shall fail to record, register, file or re-record, re-register, re-file or renew this Indenture, and such other instruments as may be required by law, in order to maintain and keep at all times this Indenture as a legal and valid lien, to the extent herein provided, upon the Trust Estate; or
- (i) If final judgment for the payment of money shall be rendered against the Corporation, and the Corporation shall not discharge the same or cause it to be discharged within ninety days from the entry thereof, and shall not appeal therefrom or from the order, decree or process upon which or pursuant to which said judgment was granted, based or entered, and secure a stay of execution pending such appeal; then and in each and every such case:
- 1. During the continuance of such event of default, the Trustee may, and upon the written request of the registered owners of twenty per cent. in principal amount of the Certificates then outstanding shall, by notice in writing sent by registered mail to the Corporation at the latest address of the Corporation furnished in writing to the Trustee and if no such address has been furnished, then to the Corporation at Cape Fear Hotel, City of Wilmington, State of North Carolina, declare the principal of all the Bonds and of all the Certificates then outstanding (if not then due and payable) to be due and payable immediately, and upon any such declaration the principal of the Bonds and of the Certificates shall become and be immediately due and payable, anything in the Bonds or in the Certificates or in this Indenture contained to the contrary notwithstanding.

This provision, however, is subject to the condition that if at any time after the principal of the Bonds and of the Certificates shall have been so declared and become due and payable, and prior to the date of any sale of any part of the Trust Estate pursuant to this Article Six, all arrears of interest, if any, upon all the Bonds then outstanding with interest at the rate of six per cent. per annum on any overdue interest, and all the expenses, advances, disbursements and compensation of the Trustee, itsagents and attorneys made or due under this Indenture and remaining unpaid, together with interest at the rate of six per cent. on all such advances, shall either be paid by the Corporation or callected out of the Trust Estate, and every other default in the observance or performance of any covenant, condition or agreement in the Bonds or in this Indenture contained shall be made good, or be secured to the satisfaction of the Trustee, or provision deemed by the Trustee to be adequate shall be made therefor, then and in every such case the registered owners of a majority in principal amount of the Certificates then outstanding, by written notice to the Corporation and to the Trustee, may waive the default by reason of which the principal of the Bonds and of the Certificates hhall have been so declared and become due and payable, and may rescind and annul such declaration and its consequences; but no such waiver, rescission or annulment shall extend to or affect any subsequent default or impair any right consequent thereon.

11. During the continuance of such event of default the Trustee, if it deems it advisable, personally, or by its agents or attorneys, may enter into and upon all or any part of the Trust Estate, and each and every part thereof, and may exclude the Corporation