MORTGAGE OF REAL ESTATE

KEYS PTG. CO., GREENVILLE, S, C

(b) In case tht principal of the bonds hereby secured shall have become due, by declaration or otherwise, first to the payment of the accrued interest (with interest on the overdue instalments thereof at the rate borne by the bonds upon which such instalments shall be overdue) in the order of the maturity of the instalments, and next to the payment of the principal of all bonds hereby secured; in every instance such payments to be made ratably to the persons entitled to such payment without discrimination or preference.

In case ell the said payments shall have been made in full, and no suit to foreclose this Indenture shall have been begun, the Trustee, after making such provisions as to to may deem advisable for the payment of the next seim-annual instalment of interest to fall due, shall restore to the party of the First Part, its Successors or Assigns, the possession of the premises, estate and property hereby mortgaged. This power may be exercised as often as occasion therefor shall arise, pending this trust, and the Trustee may, as along as any principal or interest remains in default, continue to execrise the power herein granted for such period or periods of time as it may deem expedient, unless and until the holders of a majority in amount of the bonds secured hereby, then outstanding, shall otherwise in writing request.

(B) The Trustee may proceed to protect and to enforce its rights and the rights of the bondholders under this Indenture, by suit or saits in equity or at law, whether for the specific performance of any covenant or agreement contained herein or in aid of the execution of any power herein granted, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy, as the Trustee, being devised by counsel learned in the law, shall deem most effectual to protect and enforce any of its rights or duties hereunder.

Section 3. Upon the written request of the holders of 25% in amount of the bonds hereby secured, in case of any continuing default for any of the respective periods above mentioned, it shall be the duty of the Trustee, upon being indemnified as hereinafter provided, to take all steps needful for the protection and enforcement of its rights and the rights of the holders of the bonds hereby secured, and to take appropriate judicial proceedings by action, suit or otherwise, as the Trustee, being advised by counsel learned in the law, shall deem expedient in the interest of the holders of the bonds hereby secured.

Section 4. In case the company shall make default in any of the respects mentioned in this Article, and at any time during the continuance of any such default there shall be existing judgment against the Company unsatisfied and unsecured by bond or stayed by appeal; or in case, in any judicial proceeding commenced by any party or parties other than the Trustee herein, a receiver of the Company of of its property hereby conveyed shall be appointed or a judgment or order entered for the sequestration of its property hereby mortgated or any part thereof, the Trustee shall be entitled forthwith to exercise all rights herein given, and may declare the principal of all bonds hereby secured and then outstanding due and payable and may institute foreslosure proceedings or take other legal action to collect the amount of said bonds and coupons with interest or to obtain possession of said property or may exercise any one or more of such rights or remedies without waiting the default period hereinabove prescribed, and also any and all other rights and powers in this instrument conferred and provided to be exercised by the Trustee upon the occurrence and continuance of default as hereinabove provided; and as a matter of right the Trustee shall forthwith be entitled to the appointment of a receiver for the property hereby mortgaged and of the income, profits and issued there of, with such powers as the Court making such appointment shall confer.

Section 5. Upon filing a bill in equity, or upon commencement of any other judicial proceedings, to enforce any right of the Trustee or of the bondholders upon this Indenture, the Trustee shall be entitled to exercise any and all rights and powers herein conferred and provided to be exercised by the Trustee, upon the occurrence and continuance of default, as hereinbefore provided; and, as a matter of right, the Trustee shall be entitled to the appointment of a receiver of the mortgaged properties subject to this Indenture, and of the eartings, income, dividends, reveune, rents, issues or profits thereof, with such powers as the Court making such appointment shall confer.

Section 6. In case of any foreclosure sale or sales under the provisions of this