107

(d) Should Issuer fail to keep, observe, perform, carry out and execute in every particular the covenants, agreements, obligations and conditions set out in this Indenture or in the bonds.

Section 2. Acceleration. If any event of default hereunder continues for a period of thirty (30) days, then the Trustee may, and if the holders of twenty-five (25%) percent in the amount of the principal sum of the bonds then outstanding in writing so request, the Trustee, shall by notice to the Issuer, declare the principal of all bonds then outstanding hereunder, together with all accrued interest thereon, and all such taxes, assessments and insurance monies unpaid, to be forthwith due and payable, notwithstanding the time limit in the several bonds shall have expired. This provision, however, is subject to the condition that if at any time after the principal of said bonds shall have been so declared due and payable, and before any sale of the Premises shall have been made, all defaults hereunder shall have been cured and all amounts in respect of which said Issuer shall then be in default under this Instrument together with the expenses and reasonable charges of the Trustee including the expenses and reasonable attorney's fees, with interest at the rate of ten percent per annum on all such last mentioned items shall be paid by the Issuer, then the Trustee shall waive such default and its consequences by written notice to Issuer but no such waiver shall extend to or effect any subsequent default or impair any rights consequent hereon.

Section 3. Surrender of Premises. Upon the happening of any event of default which continues for a period of thirty (30) days, Issuer, upon demand of the Trustee, shall forthwith surrender to the Trustee the actual possession of, and it shall be lawful for the Trustee, by such officer or agents, servants and employees as it may appoint, to take possession of the Premises (with the relevant books, papers and accounts of the Issuer), and to hold, operate and manage such property, and from time to time make all needful repairs, and such alterations, additions, advances and improvements as to them shall seem wise; and to receive the rents, income, issues and profits thereof and out of them to pay all proper costs and expenses of so taking, holding managing such property, including reasonable compensation to the Trustee, its agents, servants and employees and counsel, and any charges of the Trustee hereunder, and any taxes and assessments and other charges prior to the lien of these presents which the Trustee may deem it wise to pay. The remainder of the monies so received by it shall be utilized to pay interest and principal on the bonds. Provided, however, that it shall not be obligatory upon the Trustee to take possession in the event of default.

Section 4. Power of Sale. Upon the happening of any event of default which continues for a period of thirty (30) days, the Trustee may, or the Trustee shall upon receipt of written requests from the registered holders of twenty-five (25%) percent in principal amount of all bonds secured hereby that are then outstanding and unpaid, proceed to sell the entire property conveyed herein, in one or more parcels, as provided by the laws of this state for foreclosure of Mortgages/Deed of Trust or Security Deeds to the highest bidder at public auction conducted in the manner prescribed hereinafter. Unless otherwise provided by law or court order, any sale hereunder shall be at public auction, before the courthouse door in the political subdivision where the Property conveyed herein is located, to the highest bidder for cash, in accordance with the laws of the state in which the Property is located. This power of sale shall not be exhausted until all bonds secured hereby and interest thereon have been paid, and