

## MORTGAGE OF REAL ESTATE

37276 PROVENOR-JARRARD CO.-GREENVILLE

respect of which such moneys shall have been collected, ratably and without any preference or priority of any kind, according to the amounts due and payable upon such bonds, and coupons, respectively, at the date fixed by the Trustee, for the distribution of such moneys, upon presentation of the several bonds and coupons and stamping such payment thereon, if partly paid, and upon surrender thereof, if fully paid.

## ARTICLE VI.

## CONCERNING THE TRUSTEE.

Section 1. The trusts created hereby are accepted by the Trustee upon the following conditions and no other, viz:

First: The Trustee hereunder for the time being, shall not incur any liability or responsibility whatever in consequence of permitting or suffering the Company to retain or to be in possession of the properties and estate hereby mortgaged or conveyed, or intended so to be, nor for permitting, or suffering the Company to use, lease or operate said properties and estate hereby mortgaged, and receive, use and enjoy all benefits and income derived from same; nor shall the said Trustee be or become responsible or liable for any injury or damage which may be done or at any time occur to the said properties, nor shall the said Trustee be or become in any way responsible for the consequences of any breach on the part of the Company, its Successors or Assigns, or its agent, or any of the covenants herein contained, nor for any act of the Company, its agents, servants, successors or assigns, now for, nor on account of, any error in judgment or discretion, nor on account of any matter or thing under the terms and provisions hereof left to such judgment or discretion, nor for any cause, matter or thing whatsoever, except the willful and intentional breaches by the said Trustee of the trusts hereby created and expressed.

Second: It shall be no part of the duty of the Trustee to see to the recording or filing of these Presents as a mortgage of real estate and personal property or to procure any further other or additional instruments of further assurance, or to do any other act for the continuance of the lien of this mortgage, or to give notice of the existence of the lien hereof, or to extend or supplement the lien sought to be created hereby; nor shall it be any part of the duty of the Trustee hereunder to keep itself informed or advised as to the payment of any taxes or assessments that may be imposed upon the property affected by this Indenture, or to require the payment of such taxes or assessments; but the Trustee may, in its discretion, at the expense of the Company, do any or all of the matters and things in this Article set forth, or require the same to be done, or in case the Trustee shall, after request, fail to do or cause any of the said things to be done, then the holder or holders of any bonds hereby secured may do so, at the cost and expense of the Company.

Third: The Trustee shall not be responsible in any manner whatsoever for the validity hereof, or for the amount or extent of the security afforded by the property covered hereby, or for the recitals herein, or in said bonds contained, all such recitals being and to be taken as the statements of the Company, nor shall it be accountable for the use of any bonds, certified and delivered by the Trustee hereunder, or for the application of the proceeds of such bonds.

Fourth: The Trustee shall have a lien, prior to that of any bond issued hereunder, on the mortgaged premises and funds for its reasonable expenses and counsel fees incurred in the performance of the trusts, powers and duties, and also for any liability or damage by it sustained in the premises, and for its reasonable compensation.

Fifth: The Trustee shall not be bound to recognize any person as a bondholder until his bonds are submitted to the said Trustee for inspection, if required, and his title satisfactorily established, if disputed.