

publishing the same once in each week for two successive calendar weeks prior to the date of such sale in a newspaper of general circulation published in said county or, if no such newspaper is published in such county, in a newspaper of general circulation in such county, the first such publication to be not less than fifteen (15) days nor more than thirty (30) days prior to the date fixed for such sale; any sale to be made under this subsection (c) of this section 2 may be adjourned from time to time by announcement at the time and place appointed for such sale or for such adjourned sale or sales, and without further notice or publication the sale may be had at the time and place to which the same shall be adjourned; provided, however, that in the event another or different notice of sale or another or different manner of conducting the same shall be required by law the notice of sale shall be given or the sale shall be conducted, as the case may be, in accordance with the applicable provisions of law.

Nothing herein contained shall, however, affect or impair the right, which is absolute and unconditional, of any holder of any note secured hereby to enforce the payment of the interest on or principal of such note on the date or dates any such interest or principal shall become due and payable in accordance with the terms of such note.

SECTION 3. At any sale hereunder the Trustee or any noteholder or noteholders shall have the right to bid for and purchase the Trust Estate, or such part thereof as shall be offered for sale, and any noteholder or noteholders may apply in settlement of the purchase price of the property so purchased the portion of the net proceeds of such sale which would be applicable to the payment on account of the principal of and interest on the note or notes held by such noteholder or noteholders, and such amount so applied shall be credited as a payment on account of principal of and interest on the note or notes held by such noteholder or noteholders.

SECTION 4. Any proceeds or funds arising from the exercise of any rights or the enforcement of any remedies herein provided, after the payment or provision for the payment of any and all costs and expenses of the Trustee, its agents, employees, and counsel in connection with the exercise of such rights or the enforcement of such remedies, shall be applied by the Trustee: first, to the payment of indebtedness hereby secured other than the principal of or interest on the notes; second, to the ratable payment of interest which shall have accrued on the notes and which shall be unpaid; third, to the ratable payment of or on account of the unpaid principal of the notes; and the balance, if any, shall be paid to whosoever shall be entitled thereto.

SECTION 5. Every right or remedy herein conferred upon or reserved to the Trustee or to the noteholders shall be cumulative and shall be in addition to every other right or remedy given hereunder or now or hereafter existing at law, or in equity, or by statute. The pursuit of any right or remedy shall not be construed as an election.

SECTION 6. The Corporation, for itself and all who may claim through or under it, covenants that it will not at any time insist upon or plead, or in any manner whatever claim, or take the benefit or advantage of, any appraisement, valuation, stay, extension, or redemption laws now or hereafter in force in any locality where any of the Trust Estate may be situated, in order to prevent, delay, or hinder the enforcement or foreclosure of this Indenture, or the absolute sale of the Trust Estate, or any part thereof, or the final and absolute putting into possession thereof, immediately after such sale, of the purchaser or purchasers thereat, and the Corporation, for itself and all who may claim through or under it, hereby waives the benefit of all such laws unless such waiver shall be forbidden by law.