

OF 5% IN AMOUNT OF THE BONDS SECURED HEREBY AND THEN OUTSTANDING;;OR

(D) BANKRUPTCY OR INSOLVENCY OF THE COMPANY, OR THE LOSS BY THE COMPANY OF ITS CHARTER BY FORFEITURE OR OTHERWISE; OR

(E) THE APPOINTMENT OF A RECEIVER FOR THE COMPANY BY THE COURT OF COMPETENT JURISDICTION, OR THE ATTACHMENT TO THE PROPERTY OF A JUDGMENT LIEN AGAINST THE CORPORATION AND THE CONTINUANCE OF SUCH LIEN FOR A PERIOD OF SIXTY (60) DAYS AND UNSECURED BY A SUPERSEDEAS BOND ON APPEAL.

SECTION 2. IF ONE OR MORE OF THE DEFAULTS AS DEFINED IN SECTION 1 OF THIS ARTICLE SHALL OCCUR, THE TRUSTEE MAY, AND UPON THE WRITTEN REQUEST OF THE HOLDERS OF 25% IN AMOUNT OF THE BONDS HEREBY SECURED AND THEN OUTSTANDING, SHALL, BY NOTICE IN WRITING DELIVERED TO THE COMPANY, DECLARE THE PRINCIPAL OF ALL BONDS SECURED HEREBY DUE AND PAYABLE, AND UPON ANY SUCH DECLARATION, SUCH BONDS SHALL BECOME IMMEDIATELY DUE AND PAYABLE, ANYTHING IN THIS INSTRUMENT OR IN SAID BONDS TO THE CONTRARY NOTWITHSTANDING; PROVIDED, HOWEVER, THAT IN ANY CASE, WHETHER BEFORE OR AFTER THE DELIVERY OF NOTICE AS HEREINABOVE IN THIS SECTION PROVIDED; IF THE DEFAULT WHICH OCCASIONED SUCH NOTICE SHALL BE REMEDIED, THE OWNERS OF A MAJORITY IN AMOUNT OF THE BONDS HEREBY SECURED AND THEN OUTSTANDING, MAY BY WRITTEN NOTICE TO THE COMPANY AND TO THE TRUSTEE, WAIVE ANY SUCH DEFAULT, BUT NO SUCH WAIVER SHALL EXTEND TO OR AFFECT ANY SUBSEQUENT DEFAULT OR IMPAIR ANY RIGHTS CONSEQUENT THEREON.

SECTION 3. IF ONE OR MORE OF THE ACTS OF DEFAULT HEREINABOVE IN THIS ARTICLE SPECIFIED SHALL HAVE OCCURRED, THE TRUSTEE IN ITS DISCRETION MAY, AND UPON THE WRITTEN REQUEST OF THE HOLDERS OF 25% IN AMOUNT OF THE BONDS SECURED HEREBY AND THEN OUTSTANDING, SHALL PROCEED TO PROTECT OR ENFORCE ITS RIGHTS AND THE RIGHTS OF THE BONDHOLDERS HEREUNDER BY SUCH ACTIONS AT LAW OR SUITS IN EQUITY AS IN THE OPINION OF THE TRUSTEE OR THE BONDHOLDERS REQUESTING THE TRUSTEE TO ACT SHALL BE MOST EFFECTUAL TO PROTECT THE TRUSTEE AND / OR THE BOND HOLDERS. THE TRUSTEE IS ESPECIALLY EMPOWERED IN SUCH CASE TO BRING A SUIT IN EQUITY FOR THE FORECLOSURE OF THIS MORTGAGE OR DEED OF TRUST, AND UPON THE INSTITUTION OF ANY SUCH SUIT, THE COMPANY EXPRESSLY AGREES TO APPEAR BY ATTORNEY AND TO STIPULATE THAT A RECEIVER MAY BE APPOINTED TO TAKE POSSESSION OF THE PROPERTY DESCRIBED HEREIN AND OPERATE THE SAME AND TO COLLECT THE RENTS AND PROFITS THEREOF AND TO HOLD THE SAME FOR APPLICATION AND PAYMENT UNDER THE DIRECTION OF THE COURT WHICH MAY HAVE APPOINTED SUCH RECEIVER.

SECTION 4. (A) IN ANY CASE IN WHICH, UNDER THE PROVISIONS OF THIS ARTICLE, THE TRUSTEE SHALL HAVE THE RIGHT TO DECLARE THE PRINCIPAL OF ALL BONDS HEREBY SECURED, AND THEN OUTSTANDING, TO BE DUE AND PAYABLE IMMEDIATELY, AND IN THE EVENT OF DEFAULT IN THE PROMPT PAYMENT OF THE PRINCIPAL AND INTEREST OR ANY PART THEREOF, DUE OCTOBER 1ST, 1939, THE COMPANY COVENANTS, AT ANY TIME OR TIMES, UPON THE DEMAND OF THE TRUSTEE, FORTHWITH TO SURRENDER TO IT AND THE TRUSTEE SHALL BE ENTITLED TO TAKE ACTUAL POSSESSION OF THE MORTGAGED PREMISES AS FOR CONDITION BROKEN, AND, IN ITS DISCRETION, MAY, WITH OR WITHOUT FORCE, AND WITH OR WITHOUT PROCESS OF LAW, AND BEFORE OR AFTER DECLARING THE PRINCIPAL OF SAID BONDS IMMEDIATELY DUE, AND WITHOUT ANY ACTION UPON THE PART OF ANY BOND HOLDER, ENTER UPON, TAKE <sup>AND MAINTAIN</sup> POSSESSION OF ALL OR ANY PART OF SAID MORTGAGED PROPERTY, TOGETHER WITH ALL RECORDS, DOCUMENTS, LEASES, BOOKS, PAPERS AND ACCOUNTS OF THE COMPANY, RELATING THERETO, AND MAY, AS THE ATTORNEY-IN-FACT OR AGENT OF THE COMPANY OR IN ITS OWN NAME AS TRUSTEE, ACTING UNDER THE ASSIGNMENT OF RENTS HEREINABOVE MADE, AND UNDER THE POWERS HEREIN GRANTED, HOLD, MANAGE