

SECTION 6. THE PROCEEDS OF ANY SUCH FORECLOSURE SALE SHALL BE APPLIED AS FOLLOWS:

FIRST: TO THE PAYMENT OF THE COST AND EXPENSE OF THE FORECLOSURE PROCEEDINGS, INCLUDING THE COST OF PROCURING ABSTRACTS OF TITLE, TAX STATEMENTS OR EXTENSION THEREOF, ATTORNEY'S FEES, AND A REASONABLE COMPENSATION TO THE TRUSTEE, ITS AGENTS OR ATTORNEYS.

SECOND: ALL EXPENSES, DISBURSEMENTS, OBLIGATIONS OR LIABILITIES MADE OR INCURRED BY THE TRUSTEE IN THE PRESERVATION, MANAGEMENT AND MAINTENANCE OF THE PROPERTY, OR IN MAKING INVESTIGATIONS, OR OTHERWISE, AS SUCH TRUSTEE.

THIRD: ALL LIENS, TAXES, ASSESSMENTS, PUBLIC UTILITY RATES.

FOURTH: TO THE PAYMENT OF THE WHOLE AMOUNT DUE, OWING AND UNPAID UPON THE PRINCIPAL AND INTEREST OF THE BONDS SECURED HEREBY WITH INTEREST ON THE OVERDUE INSTALLMENTS OF INTEREST AT THE RATE OF SEVEN PER CENT PER ANNUM, AND IN CASE SUCH PROCEEDS SHALL BE INSUFFICIENT TO PAY IN FULL THE WHOLE AMOUNT SO DUE AND UNPAID, THEN TO THE PAYMENT OF SUCH PRINCIPAL AND INTEREST RATABLY TO THE AGGREGATE OF SUCH PRINCIPAL AND ACCRUED AND UNPAID INTEREST, WITHOUT PREFERENCE OR PRIORITY OF PRINCIPAL OVER INTEREST OR OF INTEREST OVER PRINCIPAL OR OF ANY INSTALLMENT OF INTEREST OVER ANY OTHER INSTALLMENT OF INTEREST.

FIFTH: ANY SURPLUS AFTER MAKING THE PAYMENTS HEREINABOVE PROVIDED FOR SHALL BE PAID TO THE COMPANY.

SECTION 7. THE COMPANY EXPRESSLY AGREES THAT AS A PART OF THE COST OF ANY FORECLOSURE SUIT, THERE SHALL BE TAXED SUCH SUM AS ATTORNEY'S FEES AS THE COURT MAY ADJUDGE REASONABLE.

SECTION 8. IT IS EXPRESSLY AGREED THAT A PERSONAL JUDGMENT SHALL BE RENDERED AGAINST THE COMPANY IN ANY FORECLOSURE SUIT FOR ANY AMOUNT WHICH WILL BE FOUND DUE AND OWING ON THE BONDS OUTSTANDING WHEN SAID SUIT SHALL BE BROUGHT, AND THAT IN CASE THERE SHALL REMAIN A DEFICIENCY/JUDGMENT OWING FROM THE COMPANY AFTER THE SALE OF THE PROPERTY UNDER FORECLOSURE DECREE AND THE APPLICATION OF THE PROCEEDS OF SALE ON SUCH JUDGMENT, THE TRUSTEE SHALL BE ENTITLED TO RECEIVE AND TO ENFORCE THE PAYMENT OF ANY SUCH DEFICIENCY JUDGMENT FOR THE BENEFIT OF THE HOLDERS OF ALL BONDS SECURED HEREBY.

SECTION 9. NO REMEDY HEREBY CONFERRED UPON OR RESERVED TO THE TRUSTEE OR TO THE BONDHOLDERS SHALL BE EXCLUSIVE, BUT EACH AND EVERY SUCH REMEDY SHALL BE HELD TO BE CUMULATIVE AND SHALL BE IN ADDITION TO EVERY AND ANY OTHER REMEDY GIVEN HEREBY OR EXISTING EITHER AT LAW OR IN EQUITY OR HEREAFTER CONFERRED, AND EVERY REMEDY SO AVAILABLE MAY BE EXERCISED FROM TIME TO TIME AND AS OFTEN AS MAY BE DEEMED EXPEDIENT.

SECTION 10. NO DELAY OR OMISSION OF THE TRUSTEE OR OF ANY BONDHOLDER TO EXERCISE ANY RIGHT OR POWER ARISING UPON DEFAULT SHALL IMPAIR ANY SUCH RIGHT OR POWER OR SHALL BE CONSTRUED TO BE A WAIVER OF ANY SUCH DEFAULT OR ON ACQUIESCENCE THEREIN.

SECTION 11. THE DISCONTINUANCE OR ABANDONMENT OR ADVERSE DETERMINATION OF ANY PROCEEDINGS INSTITUTED BY THE TRUSTEE, EITHER ON ITS OWN MOTION OR BY REQUEST OF THE BONDHOLDERS, SHALL RESTORE THE COMPANY, THE TRUSTEE, AND THE BONDHOLDERS SEVERALLY AND RESPECTIVELY TO THEIR FORMER POSITIONS AND RIGHTS HEREUNDER, AND ANY AND ALL REMEDIES, RIGHTS, AND POWERS OF THE COMPANY, THE TRUSTEE, AND THE BONDHOLDERS SHALL REMAIN AS THOUGH NO SUCH PROCEEDINGS HAD BEEN TAKEN.

SECTION 12. IF BY THE COMMENCEMENT OF ANY ACTION AT LAW TO RECOVER JUDGMENT FOR ANY AMOUNT DUE OR UNPAID UPON THE BONDS SECURED HEREBY, OR OTHERWISE, OR BY