

AS ARE PROVIDED FOR THE TRUSTEE IN SECTION 1, PARAGRAPH (C) ABOVE.

SECTION 4. IN CASE THE COMPANY SHALL MAKE DEFAULT IN ANY MANNER AS MENTIONED IN THIS ARTICLE, AND AT ANY TIME DURING THE CONTINUANCE OF SUCH DEFAULT THERE SHALL BE ANY EXISTING JUDGMENT AGAINST THE COMPANY UNSATISFIED AND UNSECURED BY APPEAL BOND, AND WHICH HAS REMAINED UNSECURED BY APPEAL BOND FOR THE SPACE OF TEN (10) DAYS AFTER ITS RENDITION, OR AFTER MOTION FOR NEW TRIAL IS OVERRULED, IN CASE SUCH MOTION IS FILED IN APT TIME, OR IN CASE IN ANY JUDICIAL PROCEEDINGS, BY ANY PARTY OR PARTIES OTHER THAN THE TRUSTEE HEREIN, A RECEIVER OF THE COMPANY OR OF ANY OF ITS PROPERTY ABOVE DESCRIBED, SHALL BE APPOINTED, OR A JUDGMENT OR ORDER ENTERED FOR THE SEQUESTRATION OF THE PROPERTY HEREBY MORTGAGED OR ANY PART THEREOF, THE TRUSTEE SHALL BE ENTITLED FORTHWITH TO EXERCISE THE RIGHT OF ENTRY HEREINABOVE CONFERRED, WITHOUT WAITING FOR THE EXPIRATION OF THE DEFAULT PERIOD HEREINABOVE PRESCRIBED, AND ALSO ANY AND ALL OTHER RIGHTS AND POWERS HEREIN CONFERRED AND PROVIDED TO BE EXERCISED BY THE TRUSTEE UPON THE OCCURRENCE AND CONTINUANCE OF DEFAULT AS HEREINABOVE PROVIDED; AND AS A MATTER OF RIGHT THE TRUSTEE SHALL FORTHWITH BE ENTITLED TO THE APPOINTMENT BY A COURT OF COMPETENT JURISDICTION OF A RECEIVER FOR THE PROPERTY HEREBY MORTGAGED AND OF THE EARNINGS, INCOME, ISSUES AND PROFITS THEREOF, WITH SUCH POWERS AS THE COURT MAKING SUCH APPOINTMENT SHALL CONFER.

SECTION 5. THE PROVISIONS OF THIS INSTRUMENT SHALL NOT BE CONSTRUED TO PRECLUDE THE TRUSTEE OR ITS SUCCESSOR OR SUCCESSORS FROM ENFORCING ANY APPROPRIATE REMEDY AGAINST THE COMPANY, OR ANY OF ITS PROPERTY AT ANY TIME SUBJECT TO THE LIEN HEREOF BY FORECLOSURE PROCEEDINGS, BILL FOR ACCOUNTING, OR IN ANY OTHER MANNER WHATEVER AT LAW, IN EQUITY OR OTHERWISE; NOR SHALL ANY ACTION BY THE TRUSTEE UNDER ANY PROVISIONS OF THIS INDENTURE BE CONSTRUED TO PRECLUDE THE TRUSTEE FROM TAKING ACTION AT THE SAME TIME OR ANY OTHER TIME UNDER ANY OTHER PROVISION OF THIS INDENTURE OR FROM ENFORCING ANY APPROPRIATE REMEDY AGAINST THE COMPANY OR ANY OF ITS PROPERTY AT ANY TIME SUBJECT TO THE LIEN HEREOF, BY FORECLOSURE PROCEEDINGS, BILL FOR ACCOUNTING, OR IN ANY OTHER MANNER WHATEVER AT LAW, IN EQUITY OR OTHERWISE.

ARTICLE XI.

SECTION 1. THE COMPANY FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, HEREBY COVENANTS TO AND WITH THE TRUSTEE, THAT AT AND IMMEDIATELY UPON THE COMMENCEMENT BY THE TRUSTEE OF ANY SUIT OR OTHER LEGAL PROCEEDINGS TO OBTAIN THE POSSESSION OF THE PROPERTY HEREBY MORTGAGED UPON DEFAULT IN THE PERFORMANCE OF ANY OF THE COVENANTS HEREIN CONTAINED, THE COMPANY, ITS SUCCESSORS AND ASSIGNS SHALL AND WILL SEVERALLY WAIVING THE ISSUANCE AND SERVICE OF PROCESS, ENTER ITS OR THEIR VOLUNTARY APPEARANCE IN SUCH SUIT OR PROCEEDING AND CONSENT TO THE ENTRY OF AN ORDER FOR THE POSSESSION OF SAID MORTGAGED PROPERTY, AND EVERY PART THEREOF, AND THAT AT AND UPON THE COMMENCEMENT BY THE TRUSTEE OF ANY SUIT OR PROCEEDING UPON DEFAULT IN THE PERFORMANCE OF ANY OF THE COVENANTS HEREIN CONTAINED FOR THE FORECLOSURE OF THIS MORTGAGE, THE COMPANY, ITS SUCCESSORS AND ASSIGNS, SHALL AND WILL SEVERALLY, WAIVING THE ISSUANCE AND SERVICE OF PROCESS, ENTER ITS OR THEIR VOLUNTARY APPEARANCE IN SUCH SUIT OR PROCEEDING, AND CONSENT TO THE APPOINTMENT OF A RECEIVER OF SAID LANDS AND PROPERTY AND OF THE EARNINGS, REVENUES, ISSUES, PROFITS AND INCOME THEREOF, FOR THE SOLE BENEFIT OF THE HOLDERS OF THE BONDS SECURED HEREBY.

ARTICLE XII.

SECTION 1. NO HOLDER OR HOLDERS OF ANY BONDS OR COUPONS SECURED HEREBY SHALL