

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 appraisal 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 thereof, 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.

ARTICLE IV

CONCERNING THE TRUSTEE

SECTION 1. The Trustee accepts the trusts of this Indenture and agrees to execute them subject to the following terms and conditions:

(a) neither the Trustee, its agents or attorneys, nor any holder of any note or notes hereby secured, shall incur any personal liability on account of anything done or omitted under the provisions of this Indenture, except in case of gross negligence or misconduct;

(b) the Trustee shall not be responsible for the execution or validity of this Indenture or of the notes, nor for, or in respect of, the title of the Corporation to, or the sufficiency of, the security provided herein, nor for the genuineness or validity of any conveyances, transfers, or assignments of any property intended to be subject to the lien hereof;

(c) whenever it is herein provided that the Trustee may enforce any remedy, or give any notice to or make any demand upon the Corporation for any reason or purpose whatsoever, the Trustee in no event shall be required to enforce such remedy, give such notice, or make such demand unless the holder or holders of not less than a majority in principal amount of the notes at the time outstanding shall have first requested the Trustee in writing to enforce such remedy, give such notice, or make such demand, but the Trustee agrees that, in the event any such request shall be made to the Trustee that it enforce any such remedy, or give any such notice to, or make any such demand upon the Corporation, it will forthwith proceed to enforce the remedy, give the notice, or make the demand, as the case may be; and