

SIXTH; The Greenstone Company shall from time to time, and at all times hereafter, as often as thereunto required by the said Trustee, or his successors in trust, execute, deliver and acknowledge all such debts, conveyances and assurances in the laws for the better assuring the said Trustee or his successors in trust, upon the trusts herein expressed, the said lands, dwelling houses, railroads and premises and the equipments and appurtenances hereinbefore mentioned or intended to be conveyed, whether acquired or hereafter to be acquired, as by the Trustee or by his successors in the trust, or by his or their counsel learned in the law shall be reasonably advised or acquired.

SEVENTH; Any portion of the property, real or personal, hereby conveyed may be sold by the party of the first part for such price and upon such terms as may be approved by the trustee for the redemption of any bonds hereby secured, or for expenditure upon the improvements or betterment of the remaining property for the party of the first part now owned or hereafter acquired, which expenditures for improvements and betterments shall be approved by the trustee, or when such proceeds shall have been expended for the purchase of other property to be conveyed to the party of the first part at such price and upon such terms as the trustee may approve, then the Trustee shall release from the lien of this deed the property so sold by the party of the first part.

EIGHTH; That in the event of the resignation, neglect, refusal, or incapacity to act of the said Trustee or any of his successors in the Trust as hereinbefore provided, at any time prior to the entire discharge of said mortgage indebtedness, then a vacancy will ipso facto be created and exist, and any Holder or holders of said bonds to the amount of twenty-five per cent, of those outstanding at the time may upon due notice to the said Greenstone Company, apply to any Court or competent jurisdiction in and for the City of Roanoke, Virginia, for the appointment of a new Trustee or Trustees to supply the said vacancy, and the said Court is hereby authorized to appoint such Trustee or Trustees without requiring any security for the faithful performance of his, its, or their duties.

NINTH; And it is further understood and agreed by and between the said Greenstone Company and said Trustee and the holder of the bonds respectively secured by this mortgage, and the holders of any of the coupons for interest thereon, and if at any time the said bonds should become due and payable by reason of the failure of the said Greenstone Company to keep and observe any of the covenants of this mortgage, or by lapse of time, or any of said coupons should remain unpaid, no proceedings in law or equity shall or will be taken by the holder or holders of any bond or bonds secured by this mortgage or by the holders of any of the said coupons for interest, for the purpose of selling by execution of other purposes of law, the mortgaged premises, or any part thereof, except by through, and in the name of the Trustee mentioned in this mortgage, or his successors in the trust. It being intended that no one or more holders of said bonds or coupons shall have the right in any manner whatsoever to effect, disturb, or prejudice the lien of this mortgage by his or their action, except in the manner provided and pointed out in this mortgage, but that all proceedings in law or equity for its collection shall be instituted, had, and maintained only in the name of the said trustee or his successors in the trust for the equal benefit of all the holders of said bonds and coupons.

TENTH; If the Greenstone Company, its successors or assigns, shall at any time hereafter after demand made, make default, or refuse, neglect or omit for any period exceeding ninety days to pay the semi-annual interest on the bonds intended hereby to be secured, or any of them, or shall, after demand made make default, or refuse, neglect or omit, for any period exceeding one month after maturity, to pay the principal sum of each and all of the said bonds intended hereby to be secured, or any of them, or shall suffer or allow any taxes or charges in arrear whereby the security of this deed of trust or mortgage