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If default should occur in the payment of either the principal or the interest of any of the bonds secured hereby, when due under the terms and conditions of said bonds, and such default should continue for ninety (90) days after proper presentation and demand for payment at or after maturity or earlier redemption, or with respect to interest for ninety (90) days after the due date thereof, then and in that event the Trustee shall give prompt written notice of such default to the registered holder of each outstanding bond secured hereby; thereupon, the Trustee may, or the Trustee shall upon receipt of written requests from the registered holders of a majority in principal amount of all bonds secured hereby in one or more parcels, as provided by law for foreclosure of mortgages, or to the highest bidder at public auction conducted in the manner prescribed hereinafter.

Unless otherwise provided by law or court order, any sale hereunder shall be at public auction, before the courthouse door in the county where the property conveyed herein is located, to the highest bidder for cash, after notice of the time, place and terms of the sale has been given by advertisement once a week for four (4) weeks immediately preceeding the week in which said sale is held in a newspaper of general circulation in said county. This power of sale shall not be exhausted until all bonds secured hereby and interest thereon have been paid, and one or more sales may be held hereunder. Anyone may bid and/or purchase at any such sale, including the Trustee and any bondholder. The Church hereby appoints the Trustee its Agent and Attorney-in-fact to make such sale or sales and to execute sufficient conveyances in fee simple of any property sold, with full warranties of title, thereby divesting the Church of all right, title or equity it may have in said property sold and vesting the same in the purchaser or purchasers at such sale or sales. This power of sale is cumulative to any and all remedies of foreclosure or otherwise that may be now or hereafter provided by law.

The proceeds from any such sale shall be used and applied as follows: first, to pay all costs and expenses of such sale, including reasonable fees for the Trustee and for attorneys retained to assist in conducting the sale; second, to pay all unpaid interest then accrued on all outstanding bonds, applied ratably if the proceeds remaining are insufficient to pay all such interest; third, to pay the principal of all bonds then outstanding and unpaid applied ratably if the proceeds remaining are insufficient to pay the entire principal of each bond; and fourth, any surplus shall be paid to the Church, its successors or assigns.

IN WITNESS WHEREOF, the Church has caused this Deed of Trust to be executed on its behalf and its seal affixed pursuant to authority granted by the members of the Church in the aforesaid resolution directing the issuance of said bonds, as of the day and year first above written.

CORPORATE SEAL OF CHURCH ATTEST:

Trustee

Hampton Avenue Baptist Church
(Name of Church) Greenville, South Carolina

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

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Sworn to belove a sets ________

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