

all sums the beneficiary may have expended or become liable for on account of cost of litigation, attorney's fee, taxes, insurance premiums or any payments made or expenses incurred on account of the aforesaid property with interest thereon; second, it will pay said note and interest on any balance thereon in full, and the balance, if any, it will hold subject to the order of the Planters Cotton & Ginning Co.

In the event of foreclosure proceedings under the terms of this Deed of Trust, or by decree of court, the Musogee Cotton Oil Co., its successors and assigns, may bid and purchase said property without prejudice on account of the execution of this Deed. In the event of sale by foreclosure proceedings, the Musogee Cotton Oil Co. will execute to the purchaser all necessary title papers and place the purchased in quiet and peaceful possession of said premises.

The party of the first part further agrees that in case of sale under foreclosure proceedings it will at once surrender possession of said property, and will from the moment of said sale become and be the tenant at will of the purchaser, removable by process upon facile and unlawful detainer proceedings, hereby agreeing to pay to said purchaser the reasonable rental value of said premises after said sale.

In Witness Whereof, the Planters Cotton & Ginning Co. has caused its corporate name and seal to be hereunto affixed by its President and Secretary at its office in Chattanooga, Tennessee, on this the 30th day of October, 1906.

Planters Cotton & Ginning Co.,

W. B. Riddell, President

E. M. Ellsworth, Secretary.

### Acknowledgment.

State of Tennessee,  
County of Hamilton ss.

Be it remembered that on this the 30th day of October, 1906, before me the undersigned Notary Public in and for the State and County aforesaid, duly commissioned and acting as such, appeared W. B. Riddell, to me personally known to be the President of the corporation whose name is signed to the foregoing Deed, and E. M. Ellsworth, personally known to me to be the Secretary of the corporation whose name is signed to the foregoing Deed; and said parties