

177
bid, for the purchase or cause to be bid for and purchased, such property so sold for and in behalf of all the holders of said bonds secured by this instrument and then outstanding, in the proportion of the respective interests of such bondholders at a reasonable price if but a portion of said property be sold, and if it all be sold, at a price not exceeding the whole amount of such bonds outstanding, within twelve months, together with the expense of such sale.

It is further provided, authorized and agreed, that in case of a sale as herein authorized by said "Trustee" or its successor or successors in said trust, or in case of any judicial sale being made of said premises and property hereby mortgaged, or any part thereof in enforcement of the mortgage lien hereby created, the purchaser or purchasers at such sale shall be entitled in making settlement for and in payment of the purchase money bid at such sale to turn in or use as a part of such purchase money, the bonds held by such purchaser or purchasers, reckoning such bonds or the amount returned in or used for such purpose, or such sum as shall be payable out of the net proceeds of such sale, to such purchaser or purchasers as holder or holders of such bonds, for his or their just share or proportion of such net proceeds of sale, due receipt and acknowledgments being therefor given by the holder of such bonds for the amount thus realized thereon, and the said bonds being (if the net proceeds of such sale shall be sufficient to extinguish the same) delivered up to the person or persons making the sale and entitled to receive payment of the purchase money, and in case such net proceeds shall suffice only to make partial payment of such bonds, due endorsement shall be made upon such bonds of the amount so realized on account thereof.

Article X.

It is agreed and understood that in case said "Trustee" shall be required to execute the power of entry or the power of sale hereby granted, or either or both, or to take appropriate proceedings in equity or at law to enforce the rights of the holders of the bonds under these presents by a written demand by such portion of the bondholders as it is herein provided may make such demand, said "Trustee" shall have the right to require from said bondholders so making such written demand for fee indemnification satisfactory to the "Trust Company" against costs, expenses, fees and all damages for which the "Trust Company" may become liable by reason thereof, if said "Trustee" shall elect to require such indemnification.

Article XI

It is agreed and hereby expressly declared that any of the rights of entry and sale herein granted or given are intended to be and are cumulative remedies, additional to all other remedies allowed by law and that the same shall not be deemed in any manner whatsoever to deprive said "Trustee" or any beneficiary under this trust of any legal or equitable remedy by judicial proceedings not inconsistent with the provisions of this instrument.

Article XII.

Said "Building Company" shall, from time to time, and at all times hereafter so often as hereunto requested by said "Trustee", execute, acknowledge and deliver to said "Trustee" further deeds, conveyances and assurances in the law for the better assuring the "Trustee" in the trusts herein expressed, of any of the property or rights of whatever kind or nature herein mentioned and conveyed or intended to be so conveyed, as by said Trustee or its counsel learned in the law shall be reasonably required or advised.