

thereof shall have been given to the Company by the Trustee, which may, in its discretion give such notice, and shall do so upon the written request of the holders of twenty five per cent in aggregate principal amount of the bonds then outstanding; then, and in each and every ^{such} case the Trustee, either personally or by their agents or attorneys, may forthwith enter into and upon all or any part of the mortgaged properties, and may exclude the Company, its agents and servants, wholly therefrom and may use, operate, manage and control the same, and conduct the business thereof, either personally or by superintendents, managers, receivers, agents, servants or attorneys, for the benefit of the holders and owners of the bonds issued hereunder, to the fullest extent authorized by law. Upon every such entry, the Trustees may, from time to time, at the expense of the mortgaged properties and of the Company, maintain, restore and insure, or keep insured, the tools machinery, equipment, plants or other properties, buildings and structures of which they shall become possessed, as aforesaid; and likewise, may, from time to time, at the expense of the mortgaged properties and of the Company, make all necessary or proper repairs, renewals, replacements, alterations, additions, betterments and improvements thereto and thereon, as to the Trustees may seem judicious. The Trustees in case of such entry, shall have the right to manage the mortgaged properties and to carry on the business and to exercise all the rights, privileges and franchises of the Company, either in the name of the Company or otherwise, as the Trustees shall deem best. In such case the Trustees shall be entitled to collect and receive all tolls, dividends, earnings, incomes, rents, issues and profits of the mortgaged properties and of every part thereof. After deducting the expenses of operating the properties, and of all repairs, maintenance renewals, replacements, alterations, additions, betterments and improvements and all payments which may be made for taxes, assessments, insurance and other proper charges upon the properties, or any part thereof, as well as just and reasonable compensation for their own services and for the services of all counsel, agents and employees by them properly engaged and employed, the Trustees shall apply the moneys arising as aforesaid subject to the provisions of Section 3, of Article IV hereof, as follows:

First: In case the principal of the bonds shall not have become due, to the payment of the interest in default thereon in the order of the maturity of the installments of such interest, with interest thereon at the rates specified in the respective bonds, such payments to be made ratably to the persons entitled thereto according to the amount due to each by the terms of the bond or bonds held by him; or

Second: In case the principal of the bonds shall have become due, by declaration or otherwise, to the payment of the accrued interest thereon, (with interest on the over due installments thereof, at the rates specified in the respective bonds) in the order of the maturity of the installments, and, if any surplus remaind, toward the payment of the principal of the bonds then due; such payments in every instance to be made ratably to the persons entitled thereto according to the amounts due them for interest and principal, respectively, by the terms of the bond or bonds held by them.

Upon the payment in full, as above provided, of whatever sum or sums may be due for principal or interest, or both, or payable for other purposes, the mortgaged properties shall be returned to the Company its successors or assigns, as though no default had occurred.

Section 2. If the Company shall make default in any of the respects specified in Section I of this Article, and such default shall continue for the period, if any therein specified, then in each and every such case the Trustee shall cancel all assignments or orders for the payment of dividends or interest, and all proxies with respect to any of the pledged stock theretofore delivered by it to the Company, and the Trustee shall thereupon be entitled to receive and collect, for the benefit of the holders and owners of the bonds, all dividends that may thereafter be declared on any shares of stock pledged hereunder and all sums which may thereafter become due and payable as interest upon any bonds or other securities pledged hereunder or which may thereafter accrue upon any moneys deposited with the Trustee hereunder, and shall itself vote all shares of stock then pledged