

also for the enforcement of this Indenture, together with any other amounts of cash which may then be held by the Trustees, as part of the mortgaged and pledged property or otherwise, shall be applied as follows; **COMPARED**

FIRST.-- To the payment of all taxes, assessments or liens prior to the lien of this Indenture, except those subject to which such sale shall have been made, and of all the costs and expenses of such sale, including reasonable compensation to the Trustees, their agents and attorneys, and of all other sums payable to the Trustees hereunder by reason of any expenses or liabilities incurred or advances made in connection with the management or administration of the trusts hereby created.

SECOND.-- To the payment in full of the amounts then due and unpaid for principal and interest upon the bonds then outstanding hereunder (with interest on overdue principal and instalments of interest at the same rate borne by the bonds); and in case such proceeds shall not be sufficient to pay in full the amounts so due and unpaid, then to the payment thereof ratably, with interest on the overdue principal at the rate expressed in the bonds, without preference or priority of principal over interest, or of interest over principal, or of any instalment of interest over any other instalment of interest. Provided, however, that if the time for the payment of any coupon or claim for interest upon any of the bonds secured hereby shall have been extended whether or not by or with the consent of the Corporation, or if any thereof at or after maturity shall have been transferred or pledged separate from the bond to which they relate, such coupons or claims for interest shall not be entitled in case of default hereunder to the benefit or security of this Indenture except subject to the prior payment in full of the principal of all bonds issued hereunder then outstanding and of all coupons and claims for interest on such bonds the payment of which has not been so extended, or not so transferred or pledged.

THIRD.-- To the payment of any surplus thereof remaining, to the Corporation, its successors or assigns, or to whomever may be lawfully entitled to receive the same.

SECTION 12. In case of a completed default as aforesaid, neither the Corporation nor any one claiming through or under it shall or will set up, claim or seek to take advantage of any appraisement, valuation, stay, extension or redemption laws now or hereafter in force in any locality where any of the mortgaged and pledged property may be situated, in order to prevent or hinder the enforcement or foreclosure of this indenture, or the absolute sale of the mortgaged and pledged property hereby conveyed, or the final and absolute putting into possession thereof, immediately after such sale, of the purchaser or purchasers thereat, but the Corporation, for itself and all who may claim through or under it, hereby waives the benefit of all such laws. And the Corporation, for itself and all who may claim through or under it, waives any and all right to have the estates comprised in the security intended to be created hereby marshaled upon any foreclosure of the lien hereof, and agrees that any court having jurisdiction to foreclose such lien may sell the mortgaged and pledged property as an entirety.

SECTION. 13. The Corporation covenants that (1) in case default shall be made in the payment of the principal of any bonds hereby secured when the same shall become payable, whether at maturity as expressed in the bonds, or by redemption or by declaration, or in case of a sale, as provided in Section 7 of this Article, or otherwise, or (2) in case default shall be made in the payment of any interest on any such bond and such default shall have continued for a period of sixty (60) days, or (3) in case default shall be made in the payment of any instalment of the Sinking fund established for the bonds and such default shall have continued for a period of sixty (60) days or in case default shall be made in any payment due under Section 16 of Article III and such default shall have continued for a period of sixty (60) days, then upon demand of the Corporate Trustee, the Corporation