

proceedings, shall operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of the Telephone Company in and the premises and property so sold and shall be a perpetual bar^{both} at law and in equity against the Telephone Company, its successors and assigns, and against any and all persons claiming or to claim the premises and property sold, or any part thereof, from through, or under the Telephone Company its successors or assigns.

Purchaser's
acquittance
on payment

The receipt of the Corporate Trustee or of the court officer conducting any such sale shall be full and sufficient discharge to any purchaser of the property or any part thereof sold as aforesaid for the purchase money; and no such purchaser or his representatives, grantees or assigns, after paying such purchase money and receiving such receipt, shall be bound to see to the application of such purchase money upon or for any trust or purpose of this indenture, or in any manner whatsoever be answerable for any loss, misapplication or non-application of any such purchase money or any part thereof, or be bound to inquire as to the authorization necessity, expediency or regularity of any such sale.

Principal due
on sale.

Section 9. In case of any such sale, whether made under the power of sale hereby granted or pursuant to judicial proceedings, or in case of any sale in foreclosure of any of the underlying mortgages referred to in the granting clause of this indenture, the whole of the principal sum of the bonds issued hereunder, if not previously due, shall at once become due and payable, anything in said bonds or in this indenture to the contrary notwithstanding.

Application of
proceeds of
sale.

Section 10. The purchase money, proceeds and avails of any such sale, whether made under the power of sale hereby granted or pursuant to judicial proceedings, together with any other sums which then may be held by the Trustees, or either of them, as part of the trust estate, shall be applied as follows:

to payment of
costs, expenses,
etc.

First: To the payment of the costs and expenses of such sale, including a reasonable compensation to the Trustee, their agents, attorneys and counsel, and of all expenses, liabilities, and advances made or incurred by the Trustees, or either of them, in managing and maintaining the property hereby conveyed, and to the payment of all taxes, assessments or liens prior to the lien of this indenture, except any taxes, assessments or other superior liens subject to which said sale shall have been made.

To payment of
principal and
interest.

Second: To the payment of the whole amount then owing or unpaid upon the bonds issued hereunder for principal and interest, with interest on the principal and overdue installments of interest at the same rate or rates respectively as were borne by the respective bonds; and in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid upon the said bonds then to the payment of such principal and interest, without preference or priority of any series of bonds over any other series, or of principal over interest, or of interest over principal, or of any installment of interest over any other installment of interest ratably to the aggregate of such principal and the accrued and unpaid