

the operation and maintenance thereof in all respects as if he were absolutely entitled thereto without being responsible for the loss or damage, and may collect and receive all earnings, accounts, revenue, income, profits thereof, and shall apply the money so received as follows:

1st - To the expense of such operation, including reasonable compensation for the service of such Trustee, and for the service of his counsel, agents and employees.

2nd - To the maintenance, management and operation of the property, including the payment of insurance premiums, tax assessments and other governmental charges and of other expenses of maintenance of operation.

3rd - To the payment pro rata of all interest that may be due and in default upon such notes, including the interest on any overdue installments of interest.

4th - To the payment pro rata of any amount of principal that may be due and in default upon said notes.

In case, upon the happening of any of the events of default aforesaid, if in his discretion the Trustee shall proceed by a suit in equity or at law, the Trustee shall be entitled, without notice of any kind to the Company, pending any such suit, as a matter of right, to a receiver ship of the Trust Estate and of the earnings, revenues, rents, issues profits and income thereof.

The Company for itself, its successors and assigns, covenants and agrees with the Trustee, that upon the commencement by the Trustee of any suit or other legal proceedings, based upon the happening of any of the events of default aforesaid, to obtain possession of the Trust it will, and its successors and assigns shall, waiving notice and the issue and service of process, enter a voluntary appearance in each suit or proceeding and consent to the entry of a judgment for the recovery and possession of the Trust Estate and the earnings, revenues, rents, issues, profits and income thereof, and that, upon the commencement by the Trustee of any suit or other legal proceedings in compliance with the provisions hereof for the foreclosure of this Mortgage, it will, and its successors and assigns shall, waiving notice and the issue and service of process, enter a voluntary appearance in such suit or proceeding and consent to the appointment of a receiver or receivers of the Trust Estate and the earnings, revenues, rents, issues, profits and income thereof, for the benefit of the holder of the notes secured hereby.

Failure of the Company, either with or without demand, to enter such voluntary appearance and consent herein provided shall empower the Trustee for the Company and in its name to enter such voluntary appearance and consent, and the said Trustee is hereby expressly and irrevocably constituted attorney in fact for the Company, so to do, when and as often as he may deem proper.

In the event of default, the Trustee shall have the power, after making such provision as he may deem advisable and sufficiently protective, to restore possession of the Trust Estate to the Company, and the same shall thereupon be subject to all terms and provisions of this Indenture, to the same extent as if default had not been made, or foreclosure proceedings instituted, the power of entry and operation by the Trustee, as well as any and all other powers herein granted, may be exercised by him as often as any occasion therefore shall arise during the pendency of the trust hereby created.

In the event of default by the Company in the prompt payment of the aforesaid notes as and when the same become due and payable, and all interest thereon, or in default of any other obligation or condition herein contained, the said Trustee shall be entitled to the immediate possession of all of said Trust Estate and the said Company does hereby and by these presents authorize and empower the said Trustee, without notice and without the institution of any suit, to take possession of all of said property herein mortgaged, con-