

presented and at any such sale, the Trustee or any bondholder may bid for and purchase such property, and may make payment therefor as aforesaid, and upon compliance with the terms of sale, may hold, retain and dispose of such property without further accountability.

SECTION 14, The Company covenants that:

(1) in case default shall be made in the payment of any interest on any of the First Mortgage Bonds at any time outstanding, and such default shall have continued for a period of thirty days, or

(2) in case default shall be made in the payment of the principal or of any installment of principal of any of the First Mortgage Bonds when the same shall become payable, whether upon the maturity of said bonds or of any principal coupon, or upon declaration as authorized by this Indenture, or upon a sale as set forth in Section 11 of this Article Fifth,

Then upon demand of the Trustee, it will pay to the Trustee, for the benefit of the holders of the First Mortgage Bonds and coupons then outstanding, the whole amount which then shall have become due and payable on all such bonds and coupons then outstanding, for interest or principal, or both, as the case may be, with interest upon the overdue installments of principal and installments of interest at the rate of six per cent. per annum; and in case of failure to make such payment upon such demand, the Trustee in its own name and as trustee of an express trust, shall be entitled to recover judgment for the whole amount so due and unpaid and later to take such action to enforce payment thereof as it may deem desirable.

The Trustee shall be entitled to recover judgment as aforesaid, either before or after or during the pendency of any proceedings for the enforcement of the lien of this Indenture; and the right of the Trustee to recover such judgment shall not be affected by any entry or sale hereunder, or by the exercise of any other right, power or remedy for the enforcement of the provisions of this Indenture or the foreclosure of the lien thereof, and in case of a sale of the property subject to this Indenture, and of the application of the proceeds of sale to the payment of the debt hereby secured, the Trustee, in its own name and as trustee of an express trust shall be entitled to enforce payment of and to receive all amounts then remaining due and unpaid upon any and all of the First Mortgage Bonds and coupons then outstanding, for the benefit of the holders thereof, and shall be entitled to recover judgment for any portion of the debt remaining unpaid with interest, at the rate aforesaid. No recovery of any such judgment by the Trustee, and no levy of any execution upon any such judgment upon property subject to this Indenture, or upon any other property, shall in any manner or to any extent affect the lien of this Indenture upon the property, or any part of the property, subject to this Indenture, or any rights, powers or remedies of the Trustee hereunder, or any lien, rights, powers or remedies of the holders of the First Mortgage Bonds; but such lien, rights, powers and remedies of the Trustee and of the bondholders shall continue unimpaired as before.

Any moneys thus collected by the Trustee under this Section 14 shall be applied by the Trustee, first, to the payment of the expenses, disbursements and compensation of the Trustee, its agents and attorneys, and second, towards payment of the amounts then due and unpaid upon the first Mortgage Bonds and coupons in respect of which such moneys shall have been collected, ratably and without any preference or priority of any kind (except as provided in Section 1 of Article Fourth and in Section 1 of this Article Fifth), according to the amounts due and payable upon such bonds and coupons, respectively, at the date fixed by the Trustee for the distribution of such moneys, upon presentation of the several bonds and coupons.