

fits and income thereof. The Company for itself, its successors and assigns, covenant and agrees with the Trustee, that, upon the commencement by the Trustee of any suit or other legal proceedings, based upon the happenings of any of the events of default aforesaid, to obtain possession of the Trust Estate it will and its successors and assigns shall, waiving notice and the issue and service of process, enter a voluntary appearance in each such suit or proceeding and consent to the entry of a judgment, for the recovery and possession of the Trust Estate and of 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 holders 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.

COMPARED

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 the terms and provisions of this Indenture, to the same extent as if default had not been made, or foreclosure proceeding 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 therefor 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, constituting the Trust Estate, and administer the same as herein provided, and the said Company hereby agrees to give peaceable possession of all of the said property immediately upon demand made therefor by the said Trustee.

In the event of any sale made hereunder of personal property and chattels, including all machinery, material, appliances and equipment belonging to any plant or used in connection with the business of the Company and covered by this Indenture, or intended so to be, shall be considered as real estate for all the purposes hereof, and shall be held and taken to be fixtures and appurtenances of the leasehold estates of the Company, in connection with which the same is used.

In case of any sale of mortgaged property, whether under power of sale hereby granted, or pursuant to judicial proceedings, the purchase money, proceeds or avails, together with any other sums of money which then may be held by the Trustee hereunder, or payable to him under any provision of this Indenture, or any other agreements, as part of the mortgaged property or as a part of the property or funds as security for the payment of the notes issued and outstanding hereunder, shall, subject to the provisions hereof, be applied as follows and in the following order:-

1. To the payment of costs, expenses, fees and other charges of such sale, and a reasonable