464

relation thereto, or in any manner protecting the title of estate hereby conveyed, or intended so to be, or in payment of attorney's fees, or other expenses incident to his action in protecting the trust estate and the interest therein of the Trustee hereunder, all money so advanced or expended shall be a charge secured by this Indenture in the same manner as said bonds, but shall have priority over said bonds and coupons, and shall be repaid with interest at ten per cent (10%) per annum, by said Party of the First Part upon demand; and it shall not be obligatory to inquire into the validity of such tax, title or of such taxes or assessments, or sales therefor, or said liens, in advancing money in that behalf as above authorized, but nothing herein contained shall be construed as requiring the Trustee to effect such insurance or to advance or expend money for taxes or assessments or other purposes aforesaid.

Carlos aprendentes applications of the March and the contract of the contract

the state of the s

ARTICLE SIXTH, Until default shall be made in any manner hereunder by the Party of the First Part, said Party of the First Part shall be suffered and permitted to possess, manage, develop, operate and enjoy the property hereby conveyed, or intended so to be, and to take and use the income, rents, issues, and profits of said property in the same manner and to the same extent and with the same effect as if this Indenture had not been made, and to enjoy all the rights, powers and privileges belonging or incident to the full ownership of said estate, except such rights, powers, and privileges as are inconsistent herewith. The Party of the First Part hereby irrevocably constitutes and appoints the Trustee his true and lawful attorney-in-fact, and Agent, after default as aforesaid, to receive, receipt for, sue and recover, any and all sums of money that may be or become due or owing to the Party of the First Part, from the rents and earnings of the property hereby conveyed, during the existence of any part of the debt hereby secured, and to apply the same as collected towards the payment of said debt or for the operation or protection of the mortgaged property.

If default be made by the Party of the First Part in any manner hereunder and continue for thirty (30) days after written notice by the Trustee or by the holder of any bond secured hereby, such written notice to be addressed to the Party of the First Part, and in the event of notice by may holder of a bond by a similar notice addressed to the Party of the First Part and left at the office of the Trustee. specifying the default complained of, and demanding that said party of the first Part perform its covenants herein, or stipulations on its part in default, then the Trustee may, and upon written request of not less than twenty-five per cent (25%) in face value of bonds hereby secured and then outstanding, shall declare the principal of said bonds then outstanding at once due and payable, together with all the accrued and unpaid interest thereon, and thereupon the whole shall at once become due and payable, although the period limited in the said bonds may not then have expired. It is covenanted that the holder of a majority in amount of said bonds at the respective times outstanding, by an instrument in writing prior to sale hereunder, whether before or after institution of proceedings to enforce any rights or powers hereunder, may waive or instruct the Trustee to waive any default, except payment of the principal and interest of said bonds at their respective maturities, and in that case there shall be no proceedings taken to enforce the rights hereunder for such part default or defaults; provided always that no such action on the part of the holders of said bonds shall extend to or be taken to affect any subsequent default or impair the rights resulting therefrom.

. If any default be made in the Party of the First Part, and continue for thirty (30)