1 11 11

~468

thirty days after written notice from the Trustee to the Companues, then, and in every such case, the Trustee may, and upon the written request of the holders of twenty-five per centum in amount of the bonds hereby secured and thennoutstanding shall, by notice in writing, delivered to the Companies, declara the principal of all the bonds hereby secured and then outstanding to be due and payable immediately; and upon such declaration the same shall become and be due and payable immediately, anything in this Indenture, or in said bonds, to the contrary notwithstanding. COMPARATE

This provision, however, is subject to the condition that if at any time the principal of said bonds shall have been declared due and payable, and all arrears of interest upon such bonds, the principal, of all said bonds which shall have matured by lapse of timeand not by such declaration, with interest on the overdue principal and installments of interest at the rate of seven per centum per annum, shall either be paid by the Companies, or either of them, or be collected out of the mortgaged property, before any sale of the mortgaged property shall have been made, and all the other covenents and agreements herein contained shall have been performed by the Companies,, or one of them, or their performance shall have been waived under the provisions of Article V of this Indenture, and all expenses or liabilities incurred by reason of any action taken by the Trustee upon account of any such default shall either have been paid or secured to the satisfaction of the Trustee, then and in every such case, the holders of a majority in amount of the bonds hereby secured and then outstanding, by written notice to he Companies and to the Trustee, may waive such default and its consequences; but no such waiver shall extend to or affect any subsequent default or impair any right consequent thereon.

SEC. 3. In case (1) default shall be made in the payment of the principal of or of any interest on any bond hereby secured and outstanding and any such default sahll continue for a period of thirty days; or in case (2) default shall be made in the due observance or performance of any other covenant, agreement or condition herein contained to be observed or performed by the Companies, or by either of them, and any such default shall continue for thirty days after written notice from the Trustee to the Companies, then and in every such case the Trustee personally or by attorney, and in its discretions

(a) May enter into and upon the mortgaged property, and each and every part thereof, and may exclude the Companies therefrom, and, having and holding the same, may use, operate, manage and control the same, execute any and all contracts and undertakings, and make new contracts and undertakings; and, in general carry on and conduct the business of the Companies as fully as they might do if in possession thereof; and exercise all lawful powers of the Companies, and each of them; and upon every such entry the Trustee, at the expense of the trust estate, from time to time, either by purchase, repairs or construction, may maintain and restore, and insure or keep insured the property whereof it shall have become possessed as aforesaid, and in the same manner and to the same extent as is usual with companies of like character; and make all necessary and proper repairs, renewals, replacements, alterations, additions, betterments and improvements thereto and thereon as to it may seem judicious; and in such case the Trustee shall have the right to manage such property and carry on the business and exercise all the rights and powers of the Companies, and each of them, either in their names or otherwise, as the Trustee shall deem best; and it shall be entitled to collect and receive all tolls, earnings, incomes and rents, issues and profits all