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case default shall be made in the payment of the principal of any such bonds when the same shall become payable by declaration as authorized by this Indenture, or by sale as provided in Section 6 of this Article, then, upon demand of the Trustee, the Companies, will pay to the Trustee for the benefit of the holders of the bonds and coupons hereby secured then outstanding, the whole amount duenand 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 principal and installements of interest at the rate of seven per centum per annum, and in case the Companies shall fail to pay the same forthwith 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 as due and unpaid.

The Trustee shall be entitled to recover judgment as aforesaid either before or after or during the pendency of any proceeding for the enforcement of the lien of this Indenture upon the mortgaged property, and the right of the Trustee to redover such judgment shall not be affected by any sale hereunder, or by the exercise of any other right, power or remedy for the enforcement of the provisions of this Indenture, or for the foreclosure of the lien hereof; and in case of a sale of the mortgaged property. and of the application of the proceeds of such sale to the payment of the debt, 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 bonds issued hereunder and then outstanding, for the benefit of the holders thereof, and shall be entitled to recevver judgment for any portion of the debt remaining unpaid, with interest. No recovery of any such judgment by the Trustee and no lien of any execution upon property subject to the lien of this Indenture, or upon any other property, shall in any manner or to any extent affect the lien of the Trustee upon the mortgaged property or any part thereof, or any rights, powers or remedies of the Trustee or of the holders of the bonds hereby secured; but such lien, rights, powers and remedies shall continue unimpaired as before.

Any moneys thus collected by the Trustee under this Section shall be applied by the Trustee, first to the expenses, disbursements and compensation of the Trustee, its agents, and couse in respect of which such moneys shall have been collect ed, ratably, and without perference or priority of any kind, except as provided in Section 1 of this Article, 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, and stamping thereon such payment if only partially paid, and upon surrender thereof if fully paid.

SEC. 11. In the event that the Trustee shall commence any appropriate proceedings at law or in equity for the purpose of foreclosing the security of this Indenture, the Trustee shall, as a matter of right, and without reference to the adequacy of the security for the bonds issued and outstanding hereunder, and without regard to the solvency of the maker of said bonds, be entitled to have a receiver appointed for the mortgaged property, and the rents, issues, incomes and profits thereof, and such receiver may be appointed in such proceedings forthwith, or at any time, and without notice to the Companies, and, in the event of a sale of the mortgaged property in any such foreclosure proceedings for the satisfaction of the mortgage debt, any receiver appointed in such proceeding (whethor appointed before or aftersuch sale.) shall remain in possession of the mortgaged property until the expiration of the period allowed by law, if any, for 509

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