

tain possession of said cars, and the payment of such mileage earnings. The remedies herein created in favor of the Vendor, shall not be deemed exclusive, but shall be deemed cumulative and in addition to any and all other remedies, existing at law or in equity, upon the part of said Vendor. ~~COMPARED~~

5. In the event of a sale made by said Vendor, as hereinbefore provided, by reason of the default of said Vendee, it is hereby expressly stipulated and agreed that it shall not be necessary to have present at such place or places where such sale or sales may be made, said cars or any one of said cars; and should said Vendor become the purchaser at any such sale or sales, in lieu or paying in cash the purchase bid, the Vendor may apply the amount of such bid or bids as a credit upon said notes, or any other indebtedness due from said Vendee to said Vendor under the terms of this agreement.

6. In the event of a sale made as herein provided, the proceeds thereof shall be applied as follows:

(a) First, to the payment of the costs and expenses of the recovery, transportation, custody and disposition of said cars, with all charges incident thereto;

(b) Second, to the payment of any balance that may be then due and owing upon said notes, or any of them, or other indebtedness from the Vendee to the Vendor arising hereunder; it being expressly agreed that in the event default is made in the payment of any one of said notes, or of any indebtedness from the Vendee to the Vendor arising hereunder, then in any such event, each and every of said notes shall thereupon become due and payable, whether due and payable on its face or not;

(c) Third. If the proceeds of such sale or sales shall be more than sufficient to fully pay each and every of said notes and interest thereon, and all other indebtedness due here under from said Vendee to said Vendor, and all said costs and expenses, then the surplus shall be paid to said Vendee; but if there should be a deficit, then said Vendee shall pay such deficit upon the demand of the Vendor.

7. Said cars may be insured against fire by said Vendor at its option and for its benefit, and all insurance premiums shall be paid by said Vendee on demand; said Vendee shall, at its own expense, replace any and all cars destroyed by fire or otherwise, and shall receive from the Vendor the amount, if any, collected from the insurance company on such loss -- provided at the time of such loss said Vendee is not in default in the discharge of any obligation herein upon it imposed; and any sum or sums payable or arising out of the destruction or injury to any of said cars shall, at the option of said Vendor, be payable to it, unless expended in the replacement thereof.

8. Said Vendee shall keep each and every of said cars in good order and repair, subject to the inspection and approval of said Vendor; and said Vendor shall have the right to inspect said cars once in every year during the continuance of this agreement, or oftener if it desires so to do, by any person or agent to be appointed by it, after notice to said Vendee; and said Vendee shall provide a suitable place, with suitable facilities for such inspection.

9. Said Vendee shall pay all taxes, licenses and charges, of any and every nature and kind whatsoever, that may at any time be levied, rates, assessed, charged or be or become payable on said cars. And any failure to so repair said cars, or to pay said taxes, license, rates or charges, or said insurance premiums or to replace cars destroyed, or repair cars injured, or, perform any obligation on the Vendee herein imposed, shall be deemed and held to be a default upon the part of said Vendee, which default shall entitle the Vendor to all mileage earnings due or to become due upon each and every of said cars, and to take immediate possession of said cars, and to sell the same in the manner hereinbefore provided for.