

addition to every other remedy given hereunder or which may now or hereafter exist at law or in equity or by Statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power nor be construed to be a waiver of any such default or an acquiescence therein; and every such right and power may be exercised from time to time and as often as it may be deemed expedient. COMPARED

483

SECTION 30. It is hereby declared and agreed, as a condition upon which each successive holder of any of said bonds or coupons receives and holds the same, that no holder or holders of any such bonds or coupons shall have the right to institute any proceedings of any kind or character, at law or in equity, for the foreclosure of this indenture or for the collection of any money evidenced by such bonds or coupons, except in case the Trustees, after being requested so to do in writing by the holders of at least a majority in amount of the bonds then outstanding, and after being tendered satisfactory indemnity, as hereinbefore provided, shall have refused to exercise the rights conferred upon the Trustees hereunder in case of default.

SECTION 31. In case the Corporation shall suffer any unsatisfied judgment, upon appeal or otherwise, to stand against in for thirty (30) days or more without securing the same by bond; or in case the Corporation shall make an assignment for the benefit of its creditors; or in case the Corporation shall be adjudged bankrupt; or if, in any judicial proceedings other than proceedings brought hereunder by the Trustees or either of them, a receiver shall be appointed to hold the properties of the Corporation covered by this indenture; or if a judgment or order be entered in any such proceeding for the sequestration of the properties covered by this indenture; then and in any such case, the Trustees or either of them, without giving any notice and without waiting the expiration of any default period, shall thereupon and forthwith be entitled to exercise the right of entry herein conferred upon said Trustees in case of default, and upon the continuance of any such condition giving the Trustees the right of entry, as hereinbefore in this section provided, said Trustees or either of them shall be entitled to the appointment of a receiver of the mortgaged premises and of the rents and profits therefrom, with such further powers as the court making such appointment shall confer; and the Trustees may thereupon, at their option, forthwith declare the principal of the bonds then outstanding to be immediately due and payable, anything herein contained to the contrary notwithstanding.

SECTION 32. Upon any sale made either under the power of sale hereby given or under judgment or decree in any judicial proceedings for foreclosure, or otherwise, for the enforcement of the provisions of this indenture, any bondholder or bondholders or the Trustee or Co-Trustee may bid for and purchase the mortgaged property, or any part thereof, and upon compliance with the terms of sale, may hold, retain and possess and dispose of such property in their or its absolute right, without further accountability, and any purchaser at any such sale, may in paying the purchase price turn in any of the bonds and coupons outstanding hereunder in lieu of the cash, to the amount which shall, upon distribution of the net proceeds of such sales, be payable thereon. In case the amount so payable thereon shall be less than the amount due thereon, said bonds and coupons shall be returned to the holders thereof after being properly stamped to show partial payment.

ARTICLE VI.

Right of Corporation to retain Possession
until default.

SECTION 33. Unless default shall have been made in the due and punctual payment of principal or interest of or on the bonds hereby secured, or of some part thereof, or in the due and punctual performance of some covenant or condition hereof obligatory upon the Corporation, and unless such default shall have continued beyond the period of grace, if