

may, and upon the written request of the holders of one-third of the bonds hereby secured and then outstanding shall, declare the principal of all the bonds not previously satisfied forthwith and immediately to be due and payable, and upon any such declaration such principal shall immediately become due and payable, anything in this indenture or in the bonds contained to the contrary notwithstanding; and the Trustee or its successors in trust shall have the right by their agents or attorneys to enter into or upon and take possession of all or any part of the Trust Estate and the properties comprised therein, or intended so to be, and may manage, control and conduct the business of the Company, may employ such managers, servants, agents and attorneys as they or either of them may deem proper, may maintain and restore the Trust Estate by purchase, construction, repair, or otherwise and shall have power to further the interest and the management and conduct of the business as fully and completely as the Company itself could exercise in case there had been no default; and the Trustee in the operation and maintenance thereof shall not be held responsible for loss or damages and may collect and receive all earnings, accounts, tolls, rents, revenues, incomes and profits therefrom. And in case of such default in this paragraph above mentioned, the Trustee may sell all the premises and Trust Estate hereby conveyed as by law provided, and upon any sale or sales hereunder shall have the right to make and deliver to the purchaser or purchasers of any or all of the Trust Estate a good and sufficient deed, transfer or conveyance for the same, which sale shall be a perpetual bar, both at law and in equity, against the Company and all persons and corporations lawfully claiming under it, and upon the making of any such sale or upon the institution of any proceedings for the foreclosure or enforcement of the terms of this mortgage, the principal of all the bonds hereby secured and then outstanding shall forthwith become due and payable, and upon the making of any such sale the Trustee shall apply the proceeds thereof as follows, to-wit:

(a) To the payment of the cost and expenses of such sale or sales, including a reasonable compensation to such Trustee, its agents, attorneys and counsel, and all expenses, liabilities and advances made and incurred by such Trustee in managing and maintaining the property hereby conveyed or intended to be conveyed and all taxes and assessments superior to the lien of these payments.

(b) To the payment of the whole amount of principal and interest which shall then be owing or unpaid upon the bonds secured hereby, without any preference or priority whatever, whether the said principal by the tenor of said bonds be then due or yet to become due, and in case of the insufficiency of such proceeds to pay in full the whole amount of such principal and interest owing and unpaid upon said bonds, then to the payment of such principal and interest pro rata without preference or priority in proportion that such insufficient proceeds bears to the aggregate amount of such principal and accrued and unpaid interest.

(c) To pay over the surplus, if any, to whomsoever may be lawfully entitled to receive the same.

(15) It is hereby agreed that the receipt of the Trustee, who shall make any contemplated sale hereinbefore authorized, shall be a sufficient discharge to the purchaser or purchasers at any such sale for his or their purchase money; and such purchaser or purchasers shall not, after paying such purchase money and receiving such receipt from the Trustee, be obliged to know and ascertain whether or not such purchase money has been applied for the use and benefit of the purposes of this trust, nor shall such purchaser or purchasers be in anywise answerable for any loss, misapplication or nonapplication of such purchase money after the same is paid into the hands of the Trustee.

(16) The Trustee shall have the right to exercise all remedies provided either at law or in equity, for the carrying into effect of all of the provisions hereof, and when requested by the holder or holders of at least one-third of the outstanding bonds so to do,