

to recover judgment for any portion of such indebtedness remaining unpaid, with interest at the rate of eight per centum per annum. All rights of action upon or under any of said bonds or under any provisions of this Indenture may be enforced by the Trustee without the possession of any of the bonds or the production thereof upon the trial or other proceedings relative thereto. No recovery of any judgment by the Trustee, and no levy of any execution under such judgment upon property subject to the lien hereof or upon any other property shall, in any manner or to any extent, affect or impair the lien of the Trustee hereunder, or any rights, powers or remedies of the Trustee or the holders of the bonds, but such lien, rights, powers and remedies shall continue in effect and unimpaired as before. Any moneys collected by the Trustee under this section shall be applied by the Trustee, first to the payment of the expenses, disbursements and compensation of the Trustee, its agents and attorneys, and second, towards payment of the amounts then due and unpaid upon such bonds and coupons in respect of which such moneys shall have been collected, ratably and without any preference or priority of any kind, 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 noting such payment thereon, if partly paid, and upon surrender thereof if fully paid, subject, however, to the provisions of Section 1 of this Article.

SECTION 13. The Company for itself, its successors and assigns, hereby expressly covenants to and with the Trustee that at and immediately upon the commencement of any action, suit or other legal proceeding by the Trustee pursuant to the terms hereof to obtain judgment for the principal of or interest upon any of the bonds or for both, or to obtain judgment of any other nature in aid of the enforcement of the bonds or coupons, or any of them, or of this Indenture, the Company or its successors or assigns shall and will, severally waiving the issuance and service of process, enter its or their voluntary appearance in such action, suit or proceeding, and consent to the entry of a judgment for such principal and interest upon overdue principal and installments of interest at the rate of eight per centum per annum, and for the lawful costs and expenses and compensation of the Trustee and of its agents and attorneys, and for such other relief as the Trustee may be entitled to hereunder, and that at and upon commencement of any such action, suit or proceeding, the Company and its successors and assigns shall and will, if required by the Trustee, consent to the appointment of a receiver or receivers of its property and business, and of the earnings, income and profits thereof, with power to and in such receiver or receivers to continue all then pending actions and to hold and enforce all such choses in action as have accrued or are to accrue to the Company, as well as of all the earnings, income and profits thereof, for the sole benefit of the Trustee and the holders of the bonds and coupons then outstanding, and with such other or further powers as the court making such appointment shall confer. In case a receiver shall be appointed of the Company, or of any of its property, or of any part of the trust estate, or shall be appointed hereunder, the Trustee shall, notwithstanding the appointment of any such receiver, be entitled to continue to retain possession and control of all cash or other property now or hereafter held by it hereunder.

SECTION 14. The Company will not at any time insist upon or plead, or in any manner whatever claim or take the benefit or advantage of, any stay or extension law now or at any time hereafter in force, nor will it claim, take or insist on any benefit or advantage from any law now or hereafter in force providing for the valuation or appraisement of the trust estate, or any part thereof, prior to any sale thereof to be made pursuant to any provisions herein contained or to the decree of any court of competent jurisdiction; nor after any such sale will it claim or exercise any right under any statute enacted by any State, or otherwise, to redeem the property so sold or any part thereof, and it hereby expressly waives all benefit

490

COMPALED BY
PS
 and