

aggregate of such due and unpaid principal and interest, without preference or priority of principal over interest, or of interest over principal, or of any interest, or of interest over principal or of any interest coupon over any other interest coupon, subject, however, to the provisions of Section 2 of this Article;

(e) any surplus then remaining, shall be paid to the Company or whosoever may be lawfully entitled to receive the same or as any court of competent jurisdiction may direct

SECTION 11. In case of a sale or sales of the trust estate, the purchase, for the purpose of making settlement or payment for the property purchased, shall be entitled to turn in and apply towards the payment of the purchase price, and to be credited with, any bonds and any due and unpaid coupons thereto appertaining to the extent of the amount distributable upon such bonds and coupons upon a distribution among the holders thereof of the net proceeds of such sale after making the deductions allowable under the terms hereof for the costs and expenses of the sale and otherwise; but such bonds and coupons so applied in payment by the purchaser shall be deemed to be paid only to the extent so applied. At any such sale the Trustee, and any holder or holders of bonds, may bid for and purchase the property so sold and may make payment therefor as aforesaid, and upon compliance with the terms of sale may hold, retain and dispose of such property without further accountability, and the receipt of the Trustee or of any officer duly appointed to make such sale shall be sufficient discharge for the purchase money to any purchaser of the trust estate, or any part thereof, sold under any of the provisions of this First Mortgage.

SECTION 12. In case default shall be made in the payment of any interest upon ^{any} of the bonds, or any part thereof, and such default shall continue for a period of six months, or in case default shall be made in the payment of the principal of any of the bonds, or any part thereof, when and as the same shall become due and payable by the terms thereof or hereof, whether at maturity, by declaration, by proceedings for redemption or otherwise as herein provided, the Company, upon the demand of the Trustee, will pay to the Trustee for the benefit of the holders of the bonds and coupons then outstanding the whole amount due and payable to the time of any such demand on all such bonds and coupons for principal or interest, or both, with interest in each instance upon the overdue principal, or installments of interest, at the rate of seven per centum per annum; and in addition thereto such further amount as shall be sufficient to cover the costs and expenses of collection, including a reasonable compensation of the Trustee, its agents, attorneys and counsel, and any expenses or liabilities incurred by the Trustee hereunder; and in case the Company shall fail to pay the same forthwith upon such demand, the Trustee in its name as trustee and as trustee of an express trust for the benefit, ratably, of the holders of said bonds and coupons, shall be entitled to recover judgment against the Company for the whole amount so due and unpaid. The Trustee shall be entitled to recover judgments as aforesaid, either before or after or during the pendency of any proceedings for the enforcement of the lien of this First Mortgage upon the trust estate, or in such proceedings, and its rights to recover 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 First Mortgage, or by the foreclosure of the lien hereof, and in case of the sale of the trust estate and of the application of the net proceeds of sale to the payment of the indebtedness represented by the bonds and coupons, the Trustee, in its name as such trustee and as trustee of an express trust for the benefit, ratably, of the holders of said bonds and coupons (subject to the provisions of Section 1 of this Article) shall be entitled to receive and enforce payment of the amount of any deficiency, that is to say, any amount then remaining due and unpaid upon all or any of said bonds and coupons then outstanding, and shall be entitled in its name as such trustee to re-

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