

principal of, or interest upon said bonds or of money payable for the said sinking fund, shall be considered as a breach of any of the covenants or conditions of this mortgage within the meaning of this article, unless written notice thereof shall have been given to the said Oil Company, its successors or assigns, by the Trustee, or by the holder of one or more of the said bonds hereby secured, or its or his agent or attorney, and the said Oil Company, its successors and assigns, shall have failed to remedy the same within thirty days after such notice.

ELEVENTH: Upon any sale being made either under the foregoing power or under any judgment or decree in any judicial proceedings for foreclosure or otherwise for the enforcement of this mortgage, the principal of all bonds then outstanding and secured hereby with interest thereon, shall at once become and be due and payable.

And any purchaser at any such sale may in paying purchase money, turn in any of the said bonds and matured coupons hereby secured in lieu of cash to the amount which shall, upon distribution of the net proceeds of such sale, be payable thereon; the said bonds, in case the amount so payable thereon shall be less than the amount due thereon shall be returned to such purchaser after being properly stamped to show partial payment.

Twelfth: In case of a default on its part, as aforesaid, neither the Oil Company nor anyone claiming through or under it shall or will set up, claim, or seek to take advantage of any appraisement, valuation, stay, extension or redemption laws now existing or which may hereafter be enacted, in order to prevent or hinder the enforcement or foreclosure of this mortgage, or the absolute sale of the property hereby conveyed or hereafter conveyed subject hereto, or the final and absolute possession thereof immediately after such sale by the purchaser or purchasers thereof, and the benefit of all such laws is hereby expressly waived.

And the Oil Company, for itself and all who may claim through or under it, waives any and all right to have the property covered, or intended to be covered, by this mortgage marshalled upon any foreclosure of the lien hereof, and hereby expressly agrees that any court having jurisdiction to foreclose such lien may sell the mortgaged property as an entirety at the request of the Trustee or of one half in interest of the ^{bond holders. Thirteenth: upon} ~~Trustee or of one half in interest of the bondholders~~ upon the filing of a petition in foreclosure, bill in equity, or other commencement of judicial proceedings to enforce the rights of the Trustee, and of the bondholders under these presents, any court of competent jurisdiction may appoint a receiver or receivers of the lands and other property hereby mortgaged or hereafter conveyed subject hereto, and of the income, rents, issues and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

FOURTEENTH: Except as herein expressly provided to the contrary, no remedy herein conferred or reserved, to the Trustee, or, ~~to~~ to the holders of bonds hereby secured, is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative, and shall be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

FIFTEENTH. No delay or omission of the Trustee or of any holder of bonds hereby secured, to exercise any right of power accruing upon any default continuing as aforesaid, shall impair any such right or power, or shall be construed to be a waiver of any such default, or an acquiescence therein; and every power and remedy given by this instrument to the Trustee or to the bondholders, may be exercised from time to time, and as often as may be deemed expedient, by the Trustee or by the bondholders.