

interest on any of the bonds which may at any time have been issued and be outstanding and secured by these Presents according to the tenor and effect of such bonds and the coupons ^{to} annexed, and if such default in the Payment of such interest shall continue for the Period of three months; or in case default shall be made by the railroad company in the Payment of the Principal of any of such bonds when and as the same, according to the terms thereof, shall mature or shall otherwise become Payable; or in case default shall be made by the railroad company in the Payment of any tax, assessment, or other governmental charge lawfully levied and imposed upon the said railway Property, lands, leases, mortgaged Property and Premises, or any Part thereof, and such default shall continue for the Period of three months after such tax assessment, or other governmental charge shall have become due and Payable; or in case default shall be made by the railroad company in the due observance and Performance of any of its covenants, Promises and agreements herein contained, and either of such last-mentioned defaults continue for the Period of three months after notice in writing from the trustee of the same, then and in each and every such case of default continued as aforesaid, it shall be lawful for said trustee, Personally or by its agent or agents, attorney or attorneys, to enter into and upon all and singular the railway Property and Premises, lands, leaseholds, rights, interest, and franchise hereby conveyed or intended so to be, and each and every Part thereof, and to exclude the railroad company its agents and servants, wholly therefrom and having and holding the same, to use and operate, manage, and control said railway, regulate the tolls for the transportation of Passengers and freight thereon and conduct the business thereof, either Personally or by its superintendents, managers, receiver, agents, and servants, or attorneys, to the best advantage of the interests as well of the Public as of the holders of bonds secured hereby in accordance with law and any statute relating to said railway or any Part thereof, or to the operation thereof; and upon such entry it shall be lawful for the said trustee from time to time to insure or keep insured at the expense of the trust estate, its rolling stock, tools, and machinery and other Property, buildings, bridges, and structures erected or provided for use in connection with said railway, and whereof, they shall become Possessed as aforesaid in the same manner and to the same extent as is usual with railway companies; and likewise to make from time to time, at the expense of the trust estate, all necessary or proper repairs, renewals, and replacements and useful alterations, additions, betterments, and improvements thereto and thereon as well in respect of the rolling stock or equipments as in respect of the railway and appurtenances and other subject matters as may seem to them judicious; and to collect and receive all tolls, freights, incomes, rents, issues and Profits of the same and every Part thereof, and after deducting the expenses of operating said railway and conducting the business thereof, and of all repairs, renewals, replacements, alterations, additions, betterments, and improvements, and all Payments which may be made for taxes, assessments, insurance, and other proper charges upon the said Premises and Property, or any Part thereof, as well as a just and reasonable compensation for its own services and compensations to all agents, clerks, servants, and other employees by it properly engaged and employed, the said trustee shall apply the moneys arising as aforesaid to the Payment of the interest in arrear (if any), or which shall after such entry become due and Payable on the bonds outstanding and secured hereby, in the order in which such interest shall become due, ratably to the Persons or Parties holding the coupons therefor, or entitled to receive the same, without any discrimination or Preference between them. And in case of any such default or defaults as are in this article heretofore expressed, it shall and may be lawful for the said trustee, either before or after entry upon the said railroad and Property, to apply to any court or courts of competent jurisdiction for the ap-