

Pointment of a receiver or receivers to take charge of and operate the said railroad with Power in said receiver or receivers, to do and Perform all matters and things touching the Possession, maintenance, and operation of said road, the collection and disbursement of the income therefrom and the application of the net balance of the same as are heretofore specifically and in detail set forth in the case of an entry by the trustee and the operation of a railroad thereunder; and this article shall be deemed and taken to be an assent by the railroad company to the appointment of a receiver or receivers as aforesaid, in case application therefor shall be made hereunder by the trustee.

Sixth. In case default shall be made by the railroad company in the payment of any interest on any of the said mortgage 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 thereto annexed, and if such default in the Payment of such interest shall continue for the period of three months after maturity and demand for such Payment, then and in such case of default continued as aforesaid, or in case the railroad company makes like default in failing to keep or Perform any of the covenants and conditions in this indenture contained, and such default continues three months after notice thereof in writing from the trustee, the trustee shall, upon the request in writing of one-third in interest of the bonds hereby secured and then outstanding declare the Principal of all bonds immediately due and Payable, and thereupon the said Principal shall become and be immediately due and Payable anything herein or in said bonds contained to the contrary thereof in anywise notwithstanding.

This Provision, however, is subject to the condition that at any time after the Principal of said bonds shall have been so declared due and Payable, the holders of a majority in amount of the bonds hereby secured then outstanding, by written notice to the railroad company and to the trustee, may waive such default and its consequences, but no such waiver shall extend to or affect any subsequent default or impair any right consequent thereon. In case the trustee shall have proceeded to enforce any right under this indenture by foreclosure, entry, or otherwise, and such proceeding shall have been discontinued or abandoned because of such waiver or for any other reason, or shall have been determined adversely to the trustee, then and in every such case the railroad company and the trustee shall be restored to their former position and rights hereunder in respect of the mortgaged premises, and all rights, remedies, and powers of the trustee shall continue as though no such proceedings had taken place.

Seventh. In case default shall be made by the railroad company in the Payment of the Principal of any of the said bonds when the same shall become and be due as therein or hereinbefore provided, and in each such case of default it shall be lawful for the trustee, after entry as aforesaid, or other entry, or without any entry, personally or by its attorneys or attorneys, agents or agent, to sell and dispose of all and singular the railway property and premises, rights, franchises, and interest, lands, stocks bonds, and appurtenances hereby conveyed or intended so to be, or from time to time as they shall deem proper, of so much thereof as may be separately without material injury to the parties interested, and be sufficient to pay the amount due on such bonds then outstanding for Principal and interest, according to the terms thereof together with the costs and expenses of such sale, and of all right, title, and interest, claim, and demand whatsoever, benefit, equity or redemption, and statutory right to redeem of the railroad company its successors and assigns, of, in, and to the same, or so much thereof as may be sold, and every part thereof, at public auction, at such place in the city of Philadelphia, or on the premises or any part thereof, and at such time and upon such terms as may be specified in the notice of sale to be given as hereinafter provided, for the high-