

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 said trustee after entry as aforesaid, or other entry, or without any entry, Personally or by its attorneys or attorney, agents or agent, to sell and dispose of all and singular the railway Property and Premises, rights, franchises and interests, stocks, bonds, lands, 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 sold 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 of 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 highest and best Price the same will bring in cash.

Preparatory to such sale the said trustee shall give notice of the time and Place, when and where, and the terms upon which the same is to be made, and containing a description of the Property to be sold, by advertisement thereof in one newspaper at that time Published in the city of Philadelphia, Pennsylvania and one in the city of Fort Smith, Arkansas; once a week for six successive weeks; and upon any sale or sales under this instrument the said trustee is hereby empowered to make, execute, and deliver to the Purchaser or Purchasers at any such sale a good and sufficient deed, or good and sufficient deeds of conveyance, for the Property and franchises sold. In case of any sale or sales by virtue of any of the Provisions of this instrument, the railroad company hereby expressly and absolutely agrees to waive, and hereby irrevocably waives, the benefit or advantage of any and all valuation stay appraisement or extension laws, and any statutory right to redeem, now existing, or which may hereafter be in force, in the territories or states, wherein the Property to be sold under this instrument, or any Part thereof, may at the time of the sale be situate, or where the sale may take Place, which, but for this Provisions agreement, and water might be operative, in respect of any such sale, or might be availed of to prevent or postpone an absolute or immediate sale under the Provisions of this instrument, or to redeem after any sale the Property sold thereat, or any Part thereof; and it is likewise expressly declared that any sale or sales made by said trustee, under or by virtue of this instrument, when completed, shall operate to divest all title, rights, and interest, claims, and demands whatsoever, both at law and inequity, of the railroad company, of, in, and to the rights, Property, Powers, Privileges, and franchises sold, and shall be a Perpetual bar, both at law and in equity against the railroad company, its successors and assigns, and any and all persons whomsoever claiming or to claim the Property, rights, Powers, Privileges, and franchises sold, or any Part or Parcel thereof, by, from, through, or under it, the railroad company, its successors and assigns, or any of them. And the said trustee shall apply the Proceeds or shails of any