

sale to be made under the Provisions of this instrument, and the Purchase money Paid thereon, after deducting therefrom just allowances for all expenses connected therewith, including attorney and counsel fees, as well as any and all advances, expenses, and liabilities which may have been made or incurred by said trustee in using, operating, maintaining, and Preserving said railroad Property and Premises, or in carrying on and managing the business for the Period the same may have been in the said ~~trust~~ trustee's Possession, or in arranging for making and completing the sale and ~~payments~~ for taxes, assessments, or other charges or liens Prior to the ~~lay~~ of these Presents, if any such there shall then be, and the said railway Property and Premises, or any ~~part~~ thereof, shall not have been sold subject thereto, as well as just and reasonable compensation for the said trustee's own services, to the Payment, first, of the interest on said bonds as may be at that time outstanding with interest on any overdue coupons or interest from the dates of their respective maturities, and second, to the Payment of the Principal of said bonds, according to the tenor thereof and without any discrimination or Preference between them, and if, after Payment in full of all the said bonds, Principal and interest, a surplus of the said Proceeds of sale shall remain, the said trustee shall pay over such surplus to the said company, its successors or assigns, or as any court of competent jurisdiction shall lawfully direct.

And it is hereby declared and agreed that the said trustee may from time to time adjourn any sale to be made under the Provisions of this instrument, by announcement made at the time and Place appointed for such sale, and if so adjourning such sale, may make the same at ~~the~~ time and ~~Place~~ to which the same shall be so adjourned, and without further notice thereof.

And it is further declared and agreed that the receipt of the trustee shall be a sufficient discharge to the Purchaser or Purchasers of the Property, which shall be sold as aforesaid for ~~the~~ or their Purchase money, and that such Purchaser or Purchasers, his or their heirs, executors, or administrators, shall not, after paying such Purchase money and receiving such receipt, be liable to ~~set~~ to the application of such Purchase money upon or for the trusts or Purposes of these Presents, or be in any manner whatsoever answerable for any loss, misapplication or non-application of any such Purchase money, or any Part thereof.

And it is further agreed that no Part of the Premises hereby mortgaged, or intended so to be, shall be sold under Proceedings at law, by the holder or holders of all or any of the bonds intended to be hereby secured, it being the intention and agreement of the Parties, for the better securing the largest possible Price for the mortgaged ~~premises~~ in the event of a sale thereof, that the same shall only be sold in the manner herein provided or under proper Proceedings, either at law or in equity, by the trustee for the enforcement of the rights of all holders of bonds issued hereunder.

Eighth. It is hereby mutually agreed that at any Public sale of the railway Property lands, leases, Premises, rights, Privileges, and franchises hereinbefore conveyed, made by virtue of the Powers herein granted, or by judicial authority for the purpose of enforcing the lien of these Presents, the trustee under these Presents for the time being may, in its discretion, and not otherwise, bid for, and if the same be obtainable at the Price hereafter mentioned, Purchase and acquire the Property so offered for sale, in behalf of all the holders of bonds secured by this instrument, which shall then be outstanding, in Proportion to the amount of said bonds, and of the overdue coupons thereunto belonging, by them respectively held: provided, however, that nothing herein contained shall authorize the said trustee to bid, on behalf of the holders of said bonds and coupons, a sum exceeding the whole amount of said bonds then outstanding, with