

the interest accrued thereon, according to the tenor thereof, and the costs and expenses of such sale for the entire Property then held upon the trusts of this indenture, or any amount reasonably proportionate thereto for any part of the said Property.

And it is further agreed that the mortgage bonds and overdue coupons aforesaid shall after payment in cash is made of an amount sufficient to cover the cost and expenses of the sale and all other charges which must be provided for in actual cash, be received in payment of the purchase money of any Property sold by virtue hereof, as equivalent to so much in cash of the said purchase money as would be distributable and payable thereon.

Ninth. Upon the filing of a bill in equity or other commencement of judicial proceedings to enforce the rights of the trustee and of the bondholders under these presents, or the return of "no Property found" upon any execution or decree of any court of record having jurisdiction for payment of money the said trustee shall be entitled to exercise the right of entry herein conferred, or to the appointment by any court of competent jurisdiction of a receiver or receivers of the Property hereby mortgaged or of the earnings revenue, rents, issues, or profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Tenth. No delay or omission of the said trustee or of the holders of bonds secured hereby in respect of any default happening, and continuing as aforesaid, to exercise the rights and powers arising therefrom as herein before provided, shall be held to exhaust or impair such rights and powers, or be construed to be a waiver of such defaults.

Eleventh. The railroad company may at any time hereafter and before the full payment of the bonds secured hereby and whenever it shall deem it expedient for the better security of the said bonds, although there may not then have occurred any such default as to entitle the said trustee to enter into possession under article fifth hereof, surrender and deliver to said trustee full possession of the whole or any part of the said railway Property and premises, rolling stock, lands, and appurtenances rights, franchises, and interests hereby conveyed or intended so to be, for any term or terms, certain or indefinite. The said trustee upon such surrender and delivery, may at its option enter into and upon the premises so surrendered and delivered and take and receive possession thereof, for such term or terms, certain or indefinite, as aforesaid, without prejudice, however, to its rights at any time subsequently to insist upon and maintain such possession, through beyond such term, whenever it would have been entitled thereto had no such voluntary surrender been made.

And upon the voluntary surrender and delivery of the said railway Property, lands, leases, and premises or any part thereof, as herein provided, the said trustee shall and will during the term or terms for which possession shall be taken, and while said Property and premises shall remain in its possession, work, use, manage, control, and employ the same, in accordance with the provisions of article fifth of these presents, and receive the incomes and revenues thereof and apply the same to the best advantage of all parties in interest.

Twelfth. The railroad company covenants and agrees that it will at all times until the said bonds secured hereby shall have been paid in full, principal and interest, keep and maintain an office or agency in the city of Philadelphia, where the bonds of this issue may be registered, and for the payment of interest on said bonds and the presentation and offer to surrender any coupon, and any demand for the payment of interest on any of said bonds made at the said office or agency in the city of Philadelphia, shall be a sufficient demand for all purposes and shall have in all respects the same force and effect as if such coupons had been presented, or such demand made at the principal office