

of said notes or of this Indenture of Trust, and shall continue for thirty (30) days after the Trustee shall have requested the Grantor in writing, to conform to or comply with such covenant or condition, or in case any default shall be made in the payment of the principal of any of said notes when due, then and in every such case, the Grantor, its successors and assigns, shall upon demand of the Trustee forthwith surrender to such Trustee the actual possession of, and such Trustee by its agents or attorneys shall be entitled to enter into and upon and take possession of all and singular the premises and property hereby conveyed and every part thereof, and the Trustee having and holding said possession, is hereby authorized to use, operate and manage said premises and property at the expense of the trust estate by such agents, servants, or attorneys as such Trustee may from time to time select; and, at the expense of said Trust estate, to insure and keep insured the buildings or other insurable property located upon said premises, subject to the lien of these presents, and likewise from time to time, at the expense of the trust estate, to make all necessary and proper repairs, replacements, renewals, and improvements thereto that may then seem judicious to the Trustee, and for the payment of which the income derived by the Trustee from said property while so in its possession shall be sufficient. And the Trustee is further authorized hereby in such event to receive and collect the rents, incomes, issues, and profits of said property, and to pay therefrom all the proper costs, charges, and expenses of the trust, and of so taking, holding and managing said property, including reasonable compensation to the Trustee, its agents, servants, attorneys, and counsel, as well as all taxes, assessments, and other charges prior to the lien of these presents and all expenses of such repairs, replacements, renewals, and improvements, and after deducting all of said amounts the Trustee shall apply any balance remaining as follows:

In case the principal of said notes shall not have become due according to the legal tender and effect thereof or in the manner provided in Article X of this Indenture, to the payment of the interest coupons then in default in the order of the maturity of the coupons belonging to said notes representing such interest; and in case the principal of said notes shall have become due or shall have been declared due as provided in Article X of this Indenture, then to the payment of the principal and accrued interest upon said notes, pro-rata, without any preference or priority whatever, and without preference of interest over principal.

Section 2. In case such default shall occur and continue as hereinabove in this article specified, the Trustee is hereby authorized to take all needful steps for the protection and enforcement of its rights and of the rights of the noteholders, and to proceed by action, suit or otherwise, as the Trustee, being advised by counsel learned in the law, shall deem most expedient in the interest of the noteholders; but no action taken by the trustee or by the noteholders shall prejudice or affect the powers or rights of the trustee or of the noteholders in the event of any subsequent default.

TRUSTEE TO BE INDEMNIFIED

SECTION 3. The Trustee shall not be under any obligation to take any action towards the execution of this trust which in its opinion will be likely to involve it in personal expense or liability unless one or more of the noteholders shall, as often as required by the Trustee, give it satisfactory indemnity against the same, anything herein to the contrary notwithstanding.