

SECTION 4. RESTORATION OF THE MORTGAGED PREMISES TO THE MORTGAGOR. If at any time when the principal of said bonds shall have been declared due and payable, as hereinbefore provided, all arrears or interest with interest at the rate of seven per cent. per annum on overdue installments of interest, either shall be paid by said Company, or shall be collected out of the mortgaged premises by the said Trustee, or if the holders of the majority in amount of the bonds hereby secured, then outstanding, shall at any time before sale of the said mortgaged premises, waive, such default on the part of the Company, as hereinbefore provided for, or, if for any reason the right to enforce any of the remedies above provided for, shall at any time be determined adversely to the Trustee, then and in every such case the mortgaged premises shall be restored to the said Company, and the said Company and the Trustee shall be restored to their former position and the rights hereunder in respect thereto, and all rights, remedies and powers of the Trustee shall continue as though no such proceeding had ever been taken.

SECTION 5. MANNER OF CONDUCTING SALE. *First:* Sale as to Entirety or in Parcels. The personal property, plant and chattels conveyed or intended to be conveyed by or pursuant to this mortgage shall be real estate for all the purposes of this mortgage, and shall be held and taken to be fixtures and appurtenances of the said mortgaged property and part thereof, and are to be used and sold therewith and not separate therefrom, except as herein otherwise provided.

*Second:* In the event of any sale, under or by virtue of judicial proceedings or of some judgment or decree of foreclosure and sale, the whole of the property hereby mortgaged shall be sold in one parcel as an entirety, including all the rights, title, estates, franchises, leases, leasehold interests and other real and personal property of every name and nature, unless the holders of a majority in amount of the bonds hereby secured then outstanding, shall in writing request the Trustee to cause said premises to be sold in parcels, in which case the sale shall be made in such parcels as may be specified in such request, or unless such sale as an entirety is impracticable by reason of some Statute or other cause; and this provision shall bind the parties hereto and each and every one of the holders of the bonds and coupons hereby secured or intended so to be.

SECTION 6. RIGHTS OF TRUSTEES UPON FORECLOSURE OF THIS MORTGAGE BY JUDICIAL PROCEEDINGS. Upon filing a bill in equity, or upon commencement of any judicial proceedings to enforce any rights of the Trustee, or of the bondholders under this mortgage, the Trustee shall be entitled to execute the right of entry herein conferred, and also any and all other rights and powers herein conferred and provided to be exercised by the Trustee upon the occurrence and continuance of default as hereinbefore provided; and as a matter of right, the Trustee shall be entitled to the appointment of a Receiver of the premises hereby mortgaged, and of the earnings, income, revenue, rents, issues or profits thereof, with such powers as the Court making such appointments shall confer.

SECTION 7. RIGHTS OF THE PURCHASER. In case of any sale hereunder, any purchaser, for the purpose of making settlement or payment for the property purchased, shall be entitled to turn in any bond, and any matured and unpaid coupons hereby secured, in order that there may be credited as paid thereon the sums payable out of the net proceeds of such sale to the holders of such bonds and coupons as his ratable share of such net proceeds after allowing for the proportion of the total purchase price required to be paid in cash to pay the costs and expenses of the sale, or otherwise; and such purchaser shall be credited on account of the purchase price of the property purchased, with the sums payable out of the net proceeds of the bonds and coupons so turned in; and at any such sale, any bondholders may bid for and purchase such property, and may make payment therefor as aforesaid, and upon compliance with the terms of sale may hold, retain and dispose of such property without further accountability therefor.

SECTION 8. PRINCIPAL OF THE BONDS TO BECOME DUE IN CASE OF SALE OF THE MORTGAGED PROPERTY. In case of such sale, pursuant to judicial proceedings, the principal sums of all the bonds hereby secured if not previously due, immediately thereupon shall become due and payable, anything in said bonds or in this mortgage contained to the contrary notwithstanding, and whether or not the said bonds shall have been specifically declared due as above provided for.

SECTION 9. APPLICATION BY THE TRUSTEE OF MONEYS RECEIVED UNDER THE PROVISIONS OF THIS ARTICLE. *First:* Application of Income of the mortgaged property upon Entry by the Trustee. In case of entry by the Trustee as above provided for, either by consent of the Company or through judicial proceedings, it shall apply all the earnings, incomes, rents, issues and profits of the mortgaged property and every part thereof as follows:

(a) *To the payment* of all expenses of operating said property and premises, and of conducting the business thereof, and of all repairs, maintenance, renewals, replacements, alterations, additions, betterments and improvements, and of all sums which may be paid for taxes, assessments, insurance if any, and any prior or other charges upon the said property or any part thereof, as well as just and reasonable compensation for its own services, and for all Attorneys, Counsel, Agents, Clerks, Servants and other employees by it properly engaged and employed.

(b) *In case the principal* of the bonds hereby secured shall not have become due by declaration or otherwise, to the payment of the