

§6.09. Any such sale or sales made under or by virtue of the provisions of this Indenture, whether under the power of sale hereby granted or conferred, or under or by virtue of judicial proceedings, shall operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of the Company of, in and to the premises and property sold, and shall be a perpetual bar, both at law and in equity, against the Company, its successors and/or assigns, and against any and all persons claiming or to claim the premises and property sold or any part thereof, from, through or under the Company, its successors and/or assigns.

§6.10. The personal property and chattels conveyed or intended to be conveyed by or pursuant to this Indenture, both those now held and those hereafter acquired, shall be deemed real estate for all the purposes of this Indenture, and shall be held and be taken to be fixtures and appurtenances of real estate of the Company, and, in case of foreclosure sale of the property hereunder, whether by legal process, judicial sale or under the powers hereof or otherwise, are to be used and to be sold therewith and not separate therefrom, except as herein otherwise provided.

§6.11. The receipt or receipts of the Trustee or of the court officer conducting any such sale for the purchase money paid at any such sale shall be a sufficient discharge therefor to any purchaser of the premises and property or any part thereof sold as aforesaid; and no such purchaser or his representatives, grantees and/or assigns, after paying such purchase money and receiving such receipt, shall be bound to see to the application of such purchase money upon or for any trust or purpose of this Indenture, or in any manner whatsoever be answerable for any loss, misapplication or non-application of any such purchase money or any part thereof, or be bound to inquire as to the authorization, necessity, expediency or regularity of any such sale.

§6.12. Upon any sale, as aforesaid, any purchaser or purchasers at said sale or sales for the purpose of making settlement or payment for the property purchased shall, subject to the provisions of §6.01, be entitled to turn in, use and apply any bonds then outstanding, and any claims for interest and coupons secured by this Indenture then matured and unpaid, toward the payment of said purchase money, by presenting the same so that there may be credited as paid thereon the sums applicable to the payment thereof out of the net proceeds of such sale to the holder 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 for the costs and expenses of the sale, compensation and other charges; and thereupon such purchaser shall be credited on account of such purchase price payable by him with the portion of such net proceeds that shall be applicable to the payment of, and that shall have been credited upon, the bonds and coupons and claims so presented; but such bonds and coupons and claims so applied in payment by the purchaser or purchasers shall be deemed to be paid only to the extent so applied; and at any such sale any bondholder or bondholders, or the Trustee, may bid for and purchase such property and make payment on account thereof as aforesaid, and upon compliance with the terms of sale may hold, retain and dispose of such property without further accountability therefor.

§6.13. The purchase money, proceeds or avails of any such sale or sales, whether under the power of sale herein granted or pursuant to judicial proceedings, together with any other amounts of cash which then may be held by the Trustee under any of the provisions of this Indenture as part of the trust estate, shall be applied as follows:

First. To the payment of the costs and expenses of such sale, including reasonable compensation to the Trustee, its agents, attorneys and counsel, and of all expenses, liabilities and advances made or incurred by the Trustee under this

Indenture, and to the payment of all taxes, assessments or liens prior to the lien of this Indenture except any taxes, assessments or other superior liens subject to which such sale shall have been made.

Second. To the payment of the whole amount of the principal and interest which shall then be owing or unpaid upon the bonds hereby secured or any of them, with interest at the respective rates then borne by such bonds respectively on the overdue principal and overdue instalments of interest, and in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid upon the bonds, then to the payment of such principal and interest ratably to the aggregate of such principal and unpaid interest without preference or priority of principal over interest, or of interest over principal, or of any instalment of interest over any other instalment of interest, or of the bonds of any series over the bonds of any other series, subject, however, to the provisions of §6.01. Such payments shall be made on or after the date fixed therefor by the Trustee, upon presentation of the several bonds and coupons and stamping such payment thereon, if partly paid, and upon surrender and cancellation thereof, if fully paid.

Third. To the payment of the surplus, if any, to the Company, its successors or assigns, or to whosoever may be lawfully entitled to receive the same.

§6.14. Upon any sale being made either under the power of sale hereby given or under judgment or decree in any judicial proceedings for the foreclosure or otherwise for the enforcement of this Indenture, the principal of all bonds then outstanding hereunder, if not previously due, together with all accrued and unpaid interest thereon, shall at once become and be immediately due and payable, anything in said bonds or in this Indenture contained to the contrary notwithstanding.

§6.15. The Company covenants that, in case

(1) default shall be made in the payment of any interest on any bonds or bonds at any time outstanding and secured by this Indenture, or

(2) default shall be made in the payment of the principal of any such bonds when the same shall become payable, whether at the maturity of said bonds, the designation thereof for redemption, by declaration as authorized by the provisions of this Indenture, or upon a sale of the mortgaged property, as herein provided,

then, upon demand of the Trustee, the Company will pay to the Trustee, for the benefit of the holders of the bonds and coupons hereby secured then outstanding, the whole amount which then shall have become due and payable on all such bonds and coupons then outstanding, for interest or principal or both, as the case may be, with interest upon the overdue principal and instalments of interest at the respective interest rates expressed in the respective bonds; and in case the Company shall fail to pay the same forthwith upon such demand, the Trustee, in its own name and as trustee of an express trust, shall be entitled to sue for and to recover judgment for the whole amount so due and unpaid.

The Trustee shall be entitled to recover judgment as aforesaid either before or after or during the pendency of any proceedings for the enforcement of the lien of this Indenture upon the mortgaged property, and the right of the Trustee to recover such judgment shall not be affected by any entry or sale hereunder or by the exercise of any other right, power or remedy for the enforcement of the provisions of this Indenture or the foreclosure of the lien hereof; and in case of a sale of any of the mortgaged property and of the application of the proceeds of sale to the payment of the indebtedness hereby secured, the Trustee, in its own name and as trustee of an express trust, shall be entitled to enforce payment of and to receive all amounts then