

the entire property to prevail, any law, statutory or otherwise, to the contrary notwithstanding.

**Section 7: Right to Apply Bonds and Coupons on Purchase Price of Mortgaged Property:** Upon any sale under this instrument the purchaser, in making payment, shall be entitled (after paying all expenses required by the terms of the sale to be paid in cash) to apply towards the remainder of the purchase price any bonds and/or coupons issued hereunder and entitled to participate in the proceeds of such sale, reckoning each bond and coupon so applied at the sum payable thereon out of such proceeds. Proper receipts shall thereupon be given to the holders thereof for the amount so payable thereon, and the bond and coupons (if the net proceeds of the sale are sufficient to pay them in full, together with interest on overdue bonds and coupons at said highest rate from the date of maturity thereof to the date of such payment) shall be delivered, for cancellation, to the party making the sale; or if insufficient therefor, then proper indorsements of the respective amounts so paid shall be made thereon after which they shall be returned to the holders thereof. At any sale anyone or more of the Trustees or Bankers or any bondholder or bondholders may bid for and purchase the property sold with the same rights as any other purchaser, and upon compliance with the terms of sale may hold, dispose of or otherwise deal with the property purchased in their own absolute right, without further accountability therefor.

**Section 8: Application of Proceeds of Sale:** The proceeds of any sale hereunder shall be applied to paying:

(a) First, all costs and expenses of such sale and of protecting and enforcing this trust, including all sums advanced by the Trustees and Bankers (with interest thereon at said highest rate) and including reasonable compensation to the Trustees and Bankers, their attorneys, agents and servants;

(b) Next, principal and interest on all bonds then outstanding hereunder in full (including interest at said highest rate on all overdue bonds and coupons), and all other indebtedness hereunder of the Mortgagor, if said proceeds are sufficient therefor, or, if insufficient therefor, then pro rata, without preference of bonds over coupons, or of coupons over bonds, subject, however, to the provisions of that Section of Article I hereof dealing with the effect of extending the time for paying bonds or coupons;

(c) The balance, if any, shall be paid to the Mortgagor or its order.

If such proceeds are insufficient to pay in full the sums

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