

aforesaid and no such purchaser, or his representatives, grantees or assigns, after paying such purchase money and receiving such receipt, shall be bound to see to the application of such purchase money or any part thereof 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.

SECTION 11. In case of such sale of the mortgaged property substantially as a whole, whether under the power of sale hereby granted, or pursuant to judicial proceedings, the principal of all Bonds hereby secured, if not previously due, immediately thereupon shall become and be due and payable, anything in said Bonds or in this Indenture contained to the contrary notwithstanding.

SECTION 12. The purchase money, proceeds and avails of any such sale hereunder, whether under the power of sale herein granted, or pursuant to judicial proceedings, together with any other sums which then may be held by the Trustee under any of the provisions of this Indenture, as part of the trust estate or of the proceeds thereof, shall be applied as follows:

*First.* To the payment of the costs and expenses of such sale, including a reasonable compensation to the Trustee, its agents, attorneys and counsel, and of all expenses, liabilities and advances made or incurred by the Trustee in managing and maintaining the property hereby conveyed, and to the payment of all taxes, assessments or liens prior to the lien of these presents, except any taxes, assessments or other charges subject to which such sale shall have been made.

*Second.* To the payment of the whole amount then due and unpaid upon the Bonds hereby secured either for principal or installments of interest, or for both, with interest at the rate expressed in the Bonds on overdue installments of interest, and in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid for principal and for installments of interest, with interest at the rate expressed in the Bonds on overdue installments of interest, then to the payment of such principal and unpaid interest ratably, according to the aggregate of such principal and the accrued and unpaid interest, without preference or priority of any Bond over any other Bond, or of principal over interest, or of interest over principal, or of any installment of interest over any other installment of interest, subject, however, to the provisions of Section 1 of this Article.

*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 or as a court of competent jurisdiction may direct.

SECTION 13. In case of any sale hereunder, any purchaser, for the purpose of making settlement or payment for the property purchased, shall be entitled to use and apply any Bonds and any matured and unpaid coupons and interest obligations hereby secured, except as otherwise in Section 1 of this Article provided, by presenting such Bonds and coupons in order that there may be credited, as paid thereon, the sums payable 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 the deduction of costs, expenses, compensations and other charges; and such purchaser shall be credited on account of the purchase price payable by him, with the sums payable out of such net proceeds, as shall be applicable to the payment of and that shall have been credited upon the Bonds and coupons so presented; and, at any such sale, any bondholder may bid for, and purchase, said 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 14. The Company covenants that (1) if default shall be made in the payment of any interest on any Bond at any time outstanding and secured by this Indenture, and such default shall have continued for sixty days, or (2) if default shall be made in the payment of the principal of any of such Bonds when the same shall become payable, whether at the maturity of said Bonds, as therein expressed, or by redemption, declaration or otherwise as in this Indenture provided, or by a sale of the trust estate as hereinbefore provided, then upon demand of the Trustee the Company agrees to pay to the Trustee for the benefit of the holders of the Bonds and coupons hereby secured, then outstanding, the whole amount then due and payable on such Bonds and coupons then outstanding, for interest or principal, or both, as the case may be; and in case the Company shall fail to pay the same forthwith upon such demand, the Trustee, in its own name and as the trustee of an express trust, shall be entitled 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 trust estate, 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 thereof; and in case of a sale of the trust estate and of the application of the proceeds of sale to the payment of the debt 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 remaining due and unpaid upon any and all of the Bonds hereby secured, and then outstanding, for the benefit of the holders thereof, and shall be entitled to recover judgment for any portion of the mortgage debt remaining unpaid, with interest. No recovery of any such judgment by the Trustee, and no levy of any execution by virtue of any such judgment upon property subject to the lien of this Indenture or upon any other property, shall in any manner, or to any extent, affect the lien of this Indenture or of the Trustee upon the trust estate or any part thereof, or any rights, powers or remedies of the Trustee hereunder, or any rights, powers or remedies of the holders of the Bonds hereby secured; but such lien, rights, powers and remedies shall continue unimpaired as before.

Any moneys collected by the Trustee under this Section shall be applied by the Trustee, first to the payment of the costs and expenses of the proceedings resulting in the collection of such moneys, and of the expenses paid or incurred by the Trustee, acting herein in theretofore managing and maintaining the trust estate, and then to the payment of the amounts then due and unpaid upon such