

or by virtue of judicial proceedings, or of some judgment or decree of foreclosure and sale, the whole of the trust estate shall be sold in one parcel, and as an entirety, unless the holders of a majority in principal 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 of the holders of the Bonds and coupons hereby secured or intended so to be.

SECTION 7. Notice of any such sale pursuant to any provision of this Indenture shall state the time and place when and where the same is to be made, and shall contain a brief general description of the property to be sold, and shall be sufficiently given if published once in each week for four successive weeks prior to such sale in one newspaper printed in the English language and customarily published on each business day and of general circulation in the City of Atlanta, in the State of Georgia, and one newspaper printed in the English language and customarily published on each business day and of general circulation in the Borough of Manhattan, the City of New York, State of New York, and in such other manner as may be required by law.

SECTION 8. The Trustee from time to time may adjourn any sale to be made under the provisions of this Indenture, by announcement at the time and place appointed for such sale, or for such adjourned sale or sales; and without further notice or publication, such sale may be made at the time and place to which the same shall be so adjourned.

SECTION 9. Upon the completion of any sale or sales under this Indenture, the Trustee shall execute and deliver to the accepted purchaser or purchasers a good and sufficient bill or bills of sale and deed or deeds of conveyance of the property and franchises sold. The Trustee and its successors are hereby appointed the true and lawful attorneys, irrevocable, of the Company, in its name and stead to make all necessary deeds, bills of sale and conveyances of property thus sold; and for that purpose they may execute all necessary deeds and instruments of assignment and transfer and may substitute one or more persons with like power, the Company hereby ratifying and confirming all that its said attorneys shall lawfully do by virtue hereof. Nevertheless, the Company, if so requested by the Trustee, shall join in executing all necessary deeds of conveyance and instruments of assignment and transfer.

Any such sale or sales made under, or by virtue of, this Indenture, whether under the power of sale hereby granted and 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 assigns, and against any and all persons claiming the premises and property sold, or any part thereof, from, through or under the Company, its successors or assigns.

The personal property and chattels conveyed, or intended to be conveyed, by or pursuant to this Indenture, shall be real estate for all the purposes of this Indenture, and shall be held and taken to be fixtures and appurtenances of the said railroads and parts thereof, and are to be sold therewith and not separate therefrom, except as herein otherwise provided.

SECTION 10. The receipt of the Trustee or other person authorized to receive the same for the purchase money paid at any such sale shall be a sufficient discharge to any purchaser of the property, or any part thereof, sold as 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 whoever 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 other-