

of the Bank Note, principal and interest, and second, towards the payment of the principal of the indebtedness then hereby secured and last maturing.

FIFTH: Upon the occurrence of any one or more of the following events continuing for the time hereinafter specified, viz:

(a) Payment of any of the principal of any of the indebtedness hereby secured, other than the Bank Note, before payment in full of the Bank Note, principal and interest; or

(b) Default in the payment of the principal or interest of the Bank Note or of any part thereof, whether or not the same may result in any loss by Cities Service, by reason of or in connection with its execution of the guarantee of said obligation; or

(c) Default in the payment of any installment of interest upon any of the indebtednesses secured hereby.

(d) Default in the payment of the principal of any of the indebtednesses secured hereby;

(e) Default in the covenants of the Company with respect to the payment of dividends herein contained;

(f) Default continued for sixty days after notice to the Company from the Mortgagee in the performance of any other covenant, agreement or condition herein contained on the part of the Company, or any of the Subsidiaries to be performed or observed;

(g) By decree of a court of competent jurisdiction the Company or any Subsidiary shall be adjudicated a bankrupt, or an order should be made approving a petition seeking reorganization or readjustment of the Company or any of the Subsidiaries under the Federal Bankruptcy laws, or other law or statute of the United States of America, or of the state of incorporation of the Company, or any Subsidiary, or of any other state; or by order of such a court a Trustee or Receiver or Receivers shall be appointed of all, or substantially all, of the property of the Company, or of any of the Subsidiaries and any such decree or order shall have continued unstayed on appeal or otherwise and in effect for a period of sixty days; or

(h) The Company or any Subsidiary shall file a petition in voluntary bankruptcy, or make an assignment for the benefit of creditors, or consent to the appointment of a Receiver or Trustee of all or any part of its property, or file a petition or answer seeking reorganization or readjustment under the Federal Bankruptcy Laws, or other laws or statutes of the United States of America, or any state thereof, or a petition to take advantage of any Debtor's Act.

The Mortgagee may, and shall upon the written direction of the Bank (so long as the Bank Notes, or any part thereof remains unpaid), or, of Cities Service, declare the principal of all of the indebtednesses hereby secured and the interest accrued thereon immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable, and the Company and each of the Subsidiaries agree to the full extent that each of them may lawfully so agree, that the Company and each of the Subsidiaries upon demand of the Mortgagee, shall forthwith surrender to the Mortgagee for its own account and as agent for the Bank and Cities Service, as their respective interests may appear, the actual possession of, and it shall be lawful for the Mortgagee, by such officers or agents as it may appoint to take possession of all of the mortgaged property, and to hold, operate and manage the same, and from time to time make all needful repairs, alterations, additions and improvements as to the Mortgagee shall seem wise, and to receive the income, rents, issues and profits thereof, and out of the same to pay all proper expenses of so taking, holding, operating and managing the same, including reasonable compensation to the Mortgagee's agents and counsel, and any taxes and