

- 23 -

aforesaid, the principal of all the bonds, if not previously due, shall immediately thereupon become and be due and payable, anything in said bonds or in this First Mortgage contained to the contrary notwithstanding.

Section 9. The purchase money, proceeds, and avails of any sale of the trust property, together with any other sums which then may be held by the Trustee under any provision of this First Mortgage as part of the trust property, 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 and attorneys (not to exceed in the aggregate five per cent) and of all expenses, liabilities and advances made or incurred by the Trustee hereunder, and to the payment of all taxes and assessments, 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 then owing and unpaid on the bonds secured hereunder for principal and interest, with interest at the rate of Six per cent (6%) per annum on the overdue installments of interest, and in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid upon said bonds, then to the payment of such principal and interest, without preference or priority of principal over interest, or of interest over principal, or of any installment of interest over any other installment of interest, ratably to the aggregate of such principal and accrued and unpaid interest.

Third: To the payment of the surplus, if any, to the Company, its successors and assigns, or to whomsoever may be lawfully entitled to receive the same, or as a court of competent jurisdiction may direct.

Section 10. In case of any sale, as aforesaid of any of the mortgaged premises or trust property, any purchaser, for the purpose of making settlement or payment of any property purchased, shall be