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FIRST: To the payment of the costs and expenses of such sale, including reasonable compensation to the Trustees, their agents and counsel, and of any judicial proceeding wherein the same may be made, and of all expenses, liabilities and advances made or furnished or incurred by the Trustees or the registered owners of the Notes under this Indenture, together with interest at a rate of 9 1/4% per annum on all such advances and all taxes, assessments or other charges, except any taxes, assessments or other charges subject to which the Trust Estate shall have been sold. The Trustees hereby expressly waive their right to the amount, if any, fixed by law as compensation for such sale.

SECOND: To the payment of the whole amount then due, owing or unpaid upon the Notes for principal, interest and premium, if any; and in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid upon the Notes, then ratably according to the aggregate of such principal, accrued and unpaid interest and premium, if any, without preference or priority as between principal, interest or premium; such payment to be made upon presentation of the several Notes, and the marking thereon of the payment, if partially paid, or the surrender and cancellation thereof, if fully paid.

THIRD: To the payment of any other sums required to be paid by the Company pursuant to any provision of this Indenture or of the Notes.

FOURTH: To the payment of the surplus, if any, to whosoever may be lawfully entitled to receive the same.

(f) Upon any sale made under or by virtue of this Article (whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale), any purchaser shall be entitled to use and apply any of the Notes, and the amount of interest accrued thereon, for or in settlement or payment of the purchase price, or any part thereof, of the property purchased, by presenting such Notes in order that there may be credited thereon the sums payable out of the net proceeds of such sale to the registered owners of such Notes as its ratable share of such net proceeds, after the deduction of all costs, expenses, compensations and other charges to be paid therefrom as herein provided; and thereupon such purchaser shall be credited on account of

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