

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 hereof; and in case of a sale of the Trust Estate, and of the application of the proceeds of sale, as in this Indenture provided, to the payment of the debt hereby secured, the Trustees, in their own names and as trustees 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 Notes then outstanding for the benefit of the registered owners thereof, and upon all other payments, charges and costs due under this Indenture, and shall be entitled to recover judgment for any portion of the debt remaining unpaid, with interest. In case of proceedings against the Company in insolvency or bankruptcy or any proceedings for its reorganization or involving the liquidation of its assets, the Trustees shall be entitled to prove the whole amount of principal, premium and interest due upon the Notes then outstanding to the full amount thereof, and all other payments, charges and costs due under this Indenture, without deducting therefrom any proceeds obtained from the sale of the whole or any part of the Trust Estate; provided, however, that in no case shall the Trustees receive a greater amount than such principal, premium and interest and such other payments, charges and costs from the aggregate amount of the proceeds of the sale of the Trust Estate and the distribution from the estate of the Company.

(c) No recovery of any judgment by the Trustees, and no levy of an execution under any judgment upon the Trust Estate or upon any other property of the Company shall affect, in any manner or to any extent, the lien of this Indenture upon the Trust Estate or any part thereof, or any liens, rights, powers or remedies of the Trustees hereunder, or any liens, rights, powers and remedies of the registered owners of the Notes, but