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First. To the payment of the costs and expenses of such sale, including reasonable compensation to Trustee, its agents, attorneys and counsel, and of all necessary or proper expenses, liabilities and advances made or incurred without negligence or bad faith by Trustee under this Separate Trust Supplemental Indenture, and to the payment of all taxes, assessments or liens superior to the security title of this Separate Trust Supplemental Indenture, except any taxes, assessments or other superior liens subject to which such sale shall have been made.

Second. The remainder shall thereupon either be paid over to the Principal Trustee to be held by the Principal Trustee as trustee under the Original Trust Indenture and applied by the Principal Trustee as provided in Article XI thereof, or shall be applied by Trustee as directed in writing by the Principal Trustee.

4.12 Subject to the provisions hereof and to the extent permitted by applicable law, Trustee shall be entitled to recover judgment as aforesaid, either before or after or during the pendency of any proceedings for the enforcement of the security title or the lien of this Separate Trust Supplemental Indenture, and the right of Trustee to recover such judgment shall not be affected by any entry or sale hereunder, or by the exercise of any other right, power or remedy for the enforcement of the provisions of the Original Trust Indenture or this