

assessments or other charges, except any taxes, assessments or other charges subject to which the Trust Estate or any portion thereof shall have been sold.

SECOND: To the payment of the whole amount then due, owing or unpaid upon the Bonds for principal and interest; and in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid upon the Bonds, then first to interest accrued and unpaid and then to principal; such payment to be made upon presentation of the several Bonds, and the marking thereon of the payment, if partially paid, or the surrender and cancelation 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 Bonds.

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

(f) Upon any sale made under or by virtue of this Article VII, 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 Bonds then outstanding, and the amount of interest accrued thereon, for or in settlement or payment of the purchase price, or any part thereof, of the property and rights purchased, by presenting such Bonds in order that there may be credited thereon the sums payable out of the net proceeds of such sale to the holder of such Bonds as his 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 such price payable by him with the portion of such net proceeds that shall be applicable to the payment of, and that shall have been credited upon, the Bonds so presented on account of principal and interest and other sums payable thereon; and if the portion so payable in respect of such Bonds and interest and other sums thereon shall be less than the amount for which the Company may be liable thereon, then the receipt, endorsed thereon under the direction of any person authorized to receive payment of the purchase price, for the amount to be so allowed or credited thereon, shall constitute such partial payment and settlement and shall be conclusive proof of the amount thereof. At any such sale any

0 3 5 4

4328 RV.2