

or non-application of any such purchase money or any part thereof, nor shall any such purchaser be bound to inquire as to the authorization, necessity, expediency or regularity of any such sale.

(d) In the event of 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), the entire principal of and interest on the Notes, if not previously due and payable, and all other sums required to be paid by the Company pursuant to this Indenture, shall immediately become due and payable, anything in the Notes or in this Indenture to the contrary notwithstanding.

(e) The purchase money, proceeds or avails of any sale made under or by virtue of this Article, together with any other sums which then may be held by the Trustees under this Indenture as part of the Trust Estate or the proceeds thereof, whether under the provisions of this Article or otherwise, shall be applied as follows:

FIRST: To the payment of the costs and expenses of such sale, including reasonable compensation to the Trustees, their agents and counsel and reasonable attorney's fees and of any judicial proceedings 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 9.40% 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

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