

good and sufficient deed or deeds for the same; and any such sale shall be a perpetuab bar at law and in equity against The Railroad Company and against all persons and corporations claiming or to claim by, through or under it; and the receipt of The Trustee shall be a sufficient discharge to the purchaser or purchasers of the property sold as aforesaid for the purchase money and no such purchaser or purchasers or his, their, or its representatives, vendees, grantees or assigns, after paying such purchase money and receiving such receipt shall be bound to see to the application of such purchase money upon or for any trust or purpose of this indenture or in any manner whatsoever be answerable for any loss misapplication or non-application of any such purchase money or any part thereof, or be bound to inquire as to the authorization, necessity, expediency or regularity of any such sale.

Section 5. The proceeds of any such sale or of a sale of the mortgaged premises upon a foreclosure by judicial proceedings shall be applied as follows:

First - To the payment of the costs and expenses of such sale including a reasonable compensation to The Trustee, its agents, attorneys and counsel and of all expenses, liabilities and advances, made or incurred by The Trustee in managing and maintaining the property hereby conveyed, or intended so to be, and all taxes assessments or charges prior to the lien of these presents, except any taxes assessments or other superior charges to which such sale shall have been made subject.

Second - To the payment and satisfaction of the unpaid principal and accrued and unpaid interest of all said bonds then outstanding and unpaid, ratably and without discrimination between the bonds or preference of principal over interest or of interest over principal.

Third - To the payment of the surplus if any to The Railroad Company, its successors or assigns or to whomsoever may be lawfully entitled to receive the same.

Section 6. In the event of any sale pursuant to any provision hereof whether made under the power of sale hereby granted and conferred or under or by virtue of judicial proceedings or of some judgment or decree of foreclosure and sale made by any Court of competent jurisdiction the whole of the property hereby mortgaged and pledged shall be sold in one parcel and as an entirety including all rights, titles estates