

The Trustee shall be entitled to the appointment of a receiver or receivers of the premises hereby mortgaged and pledged and of the earnings, income, revenue, rents, issues or profits thereof with such powers as the Court making such appointment shall confer and in every case when a receiver of the whole or any part of the said property shall be appointed under this section or otherwise, The Trustee shall be entitled to receive all the surplus income and profits of such property for the benefit of the holders of bonds hereby secured.

Section 9. The Railroad Company shall not and will not at any time insist upon or plead, or in any manner whatever claim, or take the benefit or advantage of any stay or extension law now or at any time hereafter in force in any locality where the mortgaged premises, or any part thereof, may or shall be situate, nor will it claim take or insist on any benefit or advantage from any law now or hereafter in force, providing for the valuation or appraisement of the mortgaged premises or any part thereof, prior to any sale or sales thereof to be made pursuant to any provision herein contained, or to the decree of any court of competent jurisdiction; not after any such sale or sales will it claim or exercise any right under any statute enacted by the Congress of the United State or by the Legislature of any State or Territory, to redeem the property so sold or any part thereof; and it hereby expressly waives all benefit and advantage of any such law or laws and it agrees that it will not hinder delay or impede the execution of any power herein granted and delegated to The Trustee, but that it will suffer and permit the execution of every such power as though no such law or laws had been made or enacted.

Section 10. No holder of any bond or coupon hereby secured shall have any right to institute any suit, action or proceeding at law or in equity for the foreclosure of this indenture or for the execution of any trust thereof, or for the appointment of a Receiver or for any other remedy hereunder without first giving to The Trustee written notice of the fact that default has occurred and continued as hereinbefore provided, nor unless also the holders of twenty five per cent. in amount of the then outstanding bonds hereby secured, shall have requested The Trustee, in writing and shall have afforded to it reasonable opportunity, either itself to proceed to exercise the powers hereinbefore granted or