

proceedings, shall operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of the Mortgagor Company, in and to the estates, properties and franchises sold, and shall be a perpetual bar, both at law and in equity, against the Mortgagor Company, its successors and assigns, and against any and all persons claiming or to claim the estates, properties and franchises sold, or any part thereof, from, through or under the Mortgagor Company, its successors or assigns.

Section 10. The receipt of the Trustee shall be a sufficient discharge to any purchaser of the estates, properties and franchises, or any part thereof, sold as aforesaid, for the purchase money, and no such purchaser or his representatives, grantees or assigns, after paying such purchase money and receiving such receipt, shall be bound to see to the application of the 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 11. In case of any such sale of the mortgaged estates, properties and franchises as aforesaid the principal of all the bonds secured by this Indenture, if not previously due, shall immediately thereupon become and be due and payable, anything in said bonds or in this Indenture contained to the contrary notwithstanding.

Section 12. The purchase money, proceeds and avails of any such sale of the mortgaged estates, properties and franchises, together with any other sums which then may be held by the Trustee as part of the Trust estate, shall be applied as follows:

First. To the payment of the costs and expenses of such sale, including 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, and to the payment of all taxes, assessments or liens prior to the lien of these presents, except any taxes, assessments or other superior liens subject to which such sale shall have been made.

Second. To the payment of the whole amount then owing or unpaid upon the said bonds for principal and interest, with interest at the rate of five (5) per cent. per annum on the overdue installments of interest, and in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid upon the said bonds, then to the payment of such principal and interest, without preference or priority of principal over interest, or of interest over principal, or of any installment of interest over any other installment of interest, ratably to the aggregate of such principal and the accrued and unpaid interest, subject, however, to the provisions of Section 11 of Article Two.

Third. To the payment of the surplus, if any, to the Mortgagor Company, its successors or assigns, or to whomever may be lawfully entitled to receive the same.

Section 13. In case of any sale as aforesaid, of the mortgaged estates, properties and franchises, any purchaser, for the purpose of making settlement or payment of the purchase price shall be entitled to turn in any of the said bonds and any matured and unpaid coupons, in order that there may be credited, as paid thereon, the sums payable out of the net proceeds of such sale to the holder of such bonds and coupons as his ratable share of such net proceeds after allowing for the proportion of the total purchase price necessary to pay all sums required to be paid in cash; and such purchaser shall be credited, on account of the purchase price, with the sums payable out of such net proceeds on the bonds and coupons so turned in; and, at any such sale, any holders of the said bonds may bid, and if such bid is accepted may make payment on account of the purchase price as aforesaid, and, upon compliance with the