

est which shall then be due on the said bonds, together with the costs and charges of such sale.

And the said Trustee upon the receipt of such declaration and request, or without such declaration or request may in his own name or otherwise proceed to protect and enforce the rights of all of said bond-holders secured hereby by a suit or suits in equity or at law, whether for the foreclosure of this mortgage or otherwise, as the said Trustee being advised by counsel learned in the law shall deem most effectual to protect and enforce such rights, it being understood and hereby expressly declared that the right of sale hereinbefore granted is intended as a cumulative remedy, additional to all other rights, liens or remedies allowed by law and shall not be deemed in any manner whatever to deprive the Trustee or any beneficiaries under this trust of any legal or equitable remedy by judicial proceedings, or to waive the right of the Trustee to any action or right of action which may otherwise be vested in him or the bondholders secured hereby.

And it is further mutually agreed that no proceedings in law or in equity shall be taken by any of the bonds issued hereunder to foreclose the equity of redemption, or to do any other act or thing for the purpose of forcing payment of the bonds hereby secured or the performance of any agreement herein contained on the part of the Lumber Company, independently of the Trustee except after requisition shall have been made to the said Trustee in the manner and form hereinbefore provided, and also until after the refusal of the Trustee to comply with such requisition according to the provisions herein made in respect thereto.

In the event of a sale at public vendue of any or all of the property hereby mortgaged and pledged whether under the power of sale hereby granted or pursuant to the judgment of the court any stockholder, of the Lumber Company, whether an officer or director of said company, may purchase at such sale.

The Trustee shall be entitled to be reimbursed all proper outlays of every sort or nature by him incurred or paid out hereunder or in the discharge of his trust, and to receive a reasonable and proper compensation for any services that he may at any time perform in the discharge of the same, and in case of default and proceedings being taken for the foreclosure and sale of the mortgaged and pledged property