

and Refunding Bonds; in every instance such payments to be made ratably to the person entitled to such payment, without any discrimination or preference; these provisions, however, not being intended in any wise to modify the provision of section I of this Article.

Section 3. In case default shall be made in the payment of any interest on any of the First and Refunding Bonds, or in the performance of any of the covenants of the Railway Company contained in section 5 of Article Two hereof, and any such default have continued for a period of six (6) months, then and in every case of such continuing default, the Trustee may, and upon the written request of the holders of a majority in amount of the First and Refunding Bonds then outstanding, shall by notice in writing deliver to the Railway Company, declare the principal of all the First and Refunding Bonds then outstanding to be due and payable immediately, and upon such declaration the same shall become and be immediately due and payable, anything in this indenture or in said bonds contained to be contrary notwithstanding: This provision however, is subject to the condition, that if, at any time after the principal of said bonds shall have been so declared due and payable, all arrears of interest upon all such bonds, with interest at the rate of five (5) per cent. per annum on overdue installments of interest, the expenses of the Trustee, and all other amounts in respect to which the Railway Company shall then be in default under this indenture, other than the principal of the First and Refunding Bonds, shall either be paid by the Railway Company, or be collected out of the mortgaged premises before any sale of the mortgaged premises shall have been made, then and in every such case, the holders of a majority in amount of the First and Refunding Bonds then outstanding, by written notice to the Railway Company and to the Trustee, may waive such default and its consequences; but no such waiver shall extend to or affect any subsequent default, or impair any right consequent thereon.

In case the Trustee shall have proceeded to enforce any right under this indenture, by foreclosure, entry or otherwise and such proceedings shall have been discontinued or abandoned because of such waiver, or for any other reason, or shall have been determined adversely to the Trustee, then and in every such case the Railway Company and the Trustee shall be restored to their former position and rights hereunder in respect of the mortgaged premises and all rights, remedies and powers of the Trustee shall continue as though no such proceedings had been taken.

Section 4. In case (1) default shall be made in the payment of any interest on any First and Refunding Bond, or in the performance of any of the covenants of the Railway Company contained in section 5 of Article Two hereof; and any such default shall have continued for a period of six months; or in case (2) default shall be made in the due and punctual payment of the principal of the First and Refunding Bond; or in case (3) default shall be made in the due observance and performance of any other covenant or condition herein required to be kept or performed by the Railway Company, and any such last mentioned default shall have continued for a period of six months after written notice thereof to the Railway Company from the Trustee, whose duty it shall be to give such notice at the request, in writing, of the holders of at least five (5) per cent. in amount of the First and Refunding Bonds at the time outstanding, then, and in each and every such case of default, provided, however, in respect of each of the two cases so indicated, that such default shall have continued for six (6) months, as above provided, the Trustee, with or without entry, personally or by attorney, in its discretion (a) may sell to the highest and best bidder, all and singular the mortgaged property and premises, rights, franchises and interests, and appurtenances, and other real and personal property of every kind, and all right, title and interest, claim and demand therein, and right of redemption thereof, in one lot and as an entirety, unless a sale in parcels shall be required under the provisions of section 6 of this Article, in which case such sale may be made in parcels as in said section pro-