

or towards the satisfaction of the principal and accrued interest upon the outstanding bonds secured hereby and for the enforcements of the rights liens and securities of the trustee and the holders of the bonds secured hereby and shall be entitled, pending any such suit or proceedings, to a receivership of such lands and property and all earnings revenue, issues and profits thereof.

Article XI. The company doth for itself, its successors and assigns hereby further covenant and agree to and with the trustee that at and immediately upon the commencement by the trustee of any suit or other legal proceedings to obtain possession of the lands and property hereby mortgaged and conveyed, upon default in the performance of any of the covenants herein contained, the company its successors or assigns shall and will severally, waiving the issuance and service of process enter their voluntary appearance in such suit or proceedings and consent to the entry of an order for the possession of the said lands and property and every part thereof; and that at and upon the commencement by the trustee of any suit or proceedings upon default in the performance of any of the covenants herein contained for the foreclosure of this mortgage, the Company its successors or assigns shall and will severally waiving the issuance and service of process, enter their voluntary appearance in such suit or proceedings and consent to the appointment of a receiver of said lands and property and of the earnings revenues issues profits and income thereof, for the sole benefit of the holders of the bonds secured hereby.

Article XII. No holder or holders of any bonds or coupons secured hereby shall have a right to institute any suit action or legal proceedings for the appointment of a receiver the foreclosure of this mortgage, or for the purpose of enforcing any covenant or remedy herein contained, except as above provided and except in the case of failure or refusal of the Trustee to perform any duty imposed upon him by this indenture in respect to any suit action sale or proceeding after written notice or demand upon it by the holder or holders of such amount of bonds or coupons secured hereby as the terms of this indenture may require with reference to the above request or demand, but no inaction by the said trustee after any such request or demand shall be deemed a failure or refusal at any time until after the expiration of a reasonable time (not to exceed thirty days) for the consideration by the trustee thereof; it being the understanding and intention to no closer more of the holders of the bonds or coupons secured hereby shall have any right in any manner whatever to affect disturb or prejudice the lien of this indenture by his or their action or to enforce any right thereunder except in the manner herein provided and that all legal proceedings hereunder shall be instituted for the equal benefit of all holders of the outstanding bonds and coupons secured hereby according to the tenor and terms thereof and of this indenture.

Article XIII. In case of any foreclosure sale or sale under the provisions of this indenture the property and premises hereby mortgaged or any part thereof the purchase money proceeds or avails together with any sums which may at the time of any sale be held by the trustee or be payable to it under any of the provisions of this indenture, as a part of the trust estate, shall be applied as follows to-wit:

First: To the payments of the costs expenses fees and other charges of such sale and all proceedings leading to such sale including reasonable attorneys or solicitors fees and to the payment of expenses and liabilities incurred and advances or disbursements made by the parties of the second part or either of them or by any holder of bonds under the terms of this instrument and then to the payment of all taxes charges assessments or lien prior to the lien of these presents, except taxes charges assessments or other superior liens subject to which such sales shall have been made.

Second. Any balance then remaining to the payment of the whole amount owing or unpaid upon