

No purchase or sale of any of the coupons hereby secured, or loan or advance made upon any of said coupons, on behalf of or at the request of the Railroad Company, whether before or after maturity, and no redemption of any of said bonds or coupons by any guarantor of the payment thereof, shall beyond the time of maturity of such bonds or coupons keep such bonds or coupons alive or in force as a lien upon the property hereby conveyed as against the holders of any other bonds or other coupons.

ARTICLE THIRTEENTH: If default be made by said Railroad Company in any manner hereunder and continued for thirty days after written notice by the Trustee, or by a holder of any bond hereby secured, addressed to the Railroad Company and left at its principal office and, in case of notice by a bond holder, by a similar notice addressed to and left at the office of the Trustee, specifying the default complained of and demanding that said Railroad Company perform its covenants herein or stipulations on its part in default, then the Trustee in its discretion may, and upon request in writing of the holders of not less than one-fourth of the bonds hereby secured then outstanding, the Trustee shall, declare the principal of all of said bonds then outstanding at once due and payable, together with all accrued and unpaid interest thereon; and thereupon the whole of the principal of such bonds, together with all accrued and unpaid interest thereon, shall at once become due and payable, although the period limited in said bonds may not then have expired.

ARTICLE FOURTEENTH: If any default be made by the Railroad Company and continued for thirty days after said notice and demand mentioned in Article Thirteenth, and if such default be not waived as hereinafter provided, or in case of default in the payment of the principal of said bonds at their maturity, the Trustee may proceed, in any court having jurisdiction, against the Railroad Company to obtain a decree for the foreclosure, sale and conveyance of the whole or any part of the property hereby mortgaged, either in one lot and as an entirety or in such parts and parcels as the Court may order and direct; or the Trustee may as a matter of right demand the appointment of a receiver, or institute and carry out any other proceedings authorized by law for the enforcement of said coupons and bonds. In the event of any such default, in lieu of foreclosure of this indenture in court, after entry as herein provided or without such entry, the Trustee may itself sell and dispose of the whole or any part of the property hereby mortgaged, either in one lot as an entirety, or in such parts or parcels as the Trustee may think best, such sale or sales to be at public auction, to the highest bidder, for cash, at such place or places as may be required by law, in the counties or cities where the property hereby conveyed is located, as the Trustee may designate, and at such time or times as the Trustee shall appoint, said Trustee first giving notice of the time, terms and place of such sale, and of the property to be sold, by advertisement as may be required by law for foreclosure sales under mortgage deed of trust, and in addition thereto and concurrent therewith, by advertisement published at least once a week for four successive weeks in one or more newspapers of general circulation published in said City of St. Louis.

Out of the proceeds of any foreclosure sale or other proceedings the Trustee shall first pay the costs of such suit, all costs of advertising, sale and conveyance, including reasonable sums for attorney's and solicitors' fees incurred in the enforcement hereof, and all other expenses and charges of this trust, including reasonable and any agreed compensation to the trustee, and all moneys advanced as herein authorized with interest (all of said fees to be fixed by court and charged as costs of suit, if the lien hereof is enforced in court, otherwise to be fixed by the Trustee), and then apply the residue of such proceeds of sale (subject to the provisions of Article Twelfth hereof as to both coupons and bonds), First: to the payment of the accrued interest on the bonds then outstanding and unpaid; and Second: to the payment of the principal of all of said bonds outstanding and unpaid, without discrimination or preference,