

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 or 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 attorneys' 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 Thirteenth 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, but ratably; and after satisfaction of all said bonds and all accrued interest thereon, the surplus, if any, shall be paid to the Railroad Company upon reasonable request.

It shall not be obligatory upon the purchaser or purchasers at any sale so made to see to the application of the purchase money.

The Trustee, or the court in which foreclosure proceedings may be had, may from time to time adjourn any foreclosure sale, to be made under this indenture, by announcement at the time and place appointed for such sale or sales, and thereafter without further notice or publication such sale may be made at the time and place to which the same may be so adjourned.

The Trustee is hereby appointed the true and lawful attorney in fact of the Railroad Company, irrevocably and by way of a power coupled with an interest, in the name and stead of the Railroad Company to make all proper and necessary deeds, conveyances and assignments of property thus sold under and by virtue of said foreclosure or other proceedings, and said Railroad Company does hereby ratify and confirm all that its said attorney may lawfully do by virtue hereof.

At any sale made pursuant to the powers herein granted or by judicial authority, any holder of bonds (including the Trustee) may bid for and may purchase any property sold hereunder, and, in event of purchase by him, or it, shall be allowed credit as so much cash paid, for so much of the purchase money as shall be a proper share or dividend to which the bonds and coupons held by him, or it, shall be entitled from the purchase price.

Upon any foreclosure sale being made of the mortgaged premises under this indenture, the principal of all bonds hereby secured then outstanding, if not already due and payable, shall at once become due and payable, whether or not notice has been given declaring the principal due by reason of any default, anything in said bonds or herein contained to the contrary notwithstanding.

ARTICLE SIXTEENTH: Every remedy provided in this mortgage is cumulative and shall be in addition to every other remedy given in this mortgage or now or hereafter existing at common law or in equity, or by constitution or statute, either independently of or in connection with the provisions of this mortgage.