

Nothing contained in this article, however, shall be construed to require the Trustee to continue to operate the mortgaged property or to prevent the Trustee from proceeding to foreclose and sell the same, at any time after entry as aforesaid, but it may at any time proceed under the provisions of Article Fifteenth, in case of default continuing as aforesaid after such entry.

ARTICLE EIGHTEENTH: No holder or holders of any bonds or coupons issued hereunder shall have the right to institute any proceedings for the collection of moneys evidenced thereby, or for the foreclosure of this indenture or the execution of the trusts hereof, or for the appointment of a receiver, or of any other remedy under this indenture, or otherwise, without first giving notice in writing to the Trustee of default having been made and continued as aforesaid, and by such notice requesting the Trustee to so proceed to enforce the lien hereby created, and then only if at least one-fourth in amount of the holders of the bonds then outstanding join in such notice and request to the Trustee and a reasonable opportunity shall have been offered the Trustee, after the receipt of such notice and request, to proceed in its own name to exercise the powers herein granted or intended so to be: Provided, however, that such bondholder or holders shall have also first offered to the Trustee reasonable indemnity against the costs, expenses and liabilities to be by the Trustee incurred by proceeding to carry out the request contained in such notice. Such notice, request and indemnity may be required by the Trustee as conditions precedent to the execution of the powers and trusts of this indenture or otherwise provided by law in case of default in any manner hereunder. Upon tender of such reasonable indemnity, whether previously requested or not, and upon said notice and request, it shall be the duty of the Trustee, in case of any such continuing default, not waived as hereinafter provided, to proceed under this indenture in such lawful manner as the Trustee may deem best; but nothing herein contained shall prevent the holders of bonds hereby secured from proceeding in any lawful manner in their own names if the Trustee shall fail or refuse to proceed after such continuing default, notice, request and offer of indemnity.

In case the Trustee shall have proceeded to enforce any right under this indenture and such proceeding shall have been discontinued or abandoned for any cause, or if such proceeding shall have been by any court of competent jurisdiction determined adversely to the Trustee, then in any and every such case the Railroad Company and the Trustee shall be restored to their former positions and rights hereunder; and all other rights, limitations and powers hereunder shall continue in the event of any other prior or subsequent default by the Railroad Company with like force as if such proceeding so determined had not been taken.

ARTICLE NINETEENTH: The Railroad Company covenants that it will not, prior to any sale or sales made pursuant to any provision herein or pursuant to the decree of any court of competent jurisdiction, apply for, plead or avail itself of any injunction or stay proceedings, or take the benefit or advantage of any extension law, stay law, valuation law, redemption law, appraisal law, or other law of like effect, whether now in force or which may hereafter be in force in any locality where any property hereby conveyed may be situated, nor after such sale or sales claim or exercise any right under any law to redeem any property so sold; and said Railroad Company hereby expressly waives all benefit and advantage of any and all such law or laws, and covenants that it will not hinder, delay or impede the execution of any power herein granted and delegated to the Trustee, but will suffer and permit the execution of every such power as though no such law or laws had been made or enacted.

ARTICLE TWENTIETH: Should any suit or other proceeding be brought against the Trustee by reason of any matter or thing connected with the trust hereby created, or by reason of its being such Trustee, it shall be under no obligation to enter any appearance by counsel or in any way defend such suit or other proceeding, until reasonably indemnified in so doing; but it may appear