

done in good faith in pursuance of the duties of the Trustee hereunder, the Trustee shall apply the residue as follows;

In case the principal of any of the notes hereby secured shall not have become due, to the payment of the interest in default, in the order of the maturity of the installments at the rate of six per centum per annum, such payments to be made ratably to the persons entitled thereto, without discrimination or preference.

In case the principal of any of the notes hereby secured shall have become due by declaration or otherwise, first to the payment of the accrued interest (with interest on the overdue installments thereof at the rate of six per centum per annum) in the order of the maturity of the installments, and next to the payment of the principal of all such notes then matured and unpaid; in every instance such payment to be made ratably to the persons entitled to such payment without discrimination or preference.

These provisions, however, are not intended in anywise to modify, but are subject to, the provisions of Section 9 of Article One of this indenture.

In case all of the said payments shall have been made in full and every default of the Companies and each of them made good before any sale or entry of a decree for the sale of the trust estate, the Trustee, after making such provision as to them may seem advisable for the payment of the next semi-annual installment of interest and principal to fall due, shall restore to the Companies the possession of said property, which shall thenceforth be subject to this indenture in the same manner as if such entry had not been made.

The power of entry and incidental powers herein provided for may be exercised as often as occasion shall arise, pending this trust, and the Trustee may so long as the Companies remain in default hereunder continue to exercise the power herein granted for such period or periods as he may deem expedient, unless and until the holders of at least a majority in amount of the notes secured hereby and then outstanding shall otherwise in writing request.

(c)

The Trustee may, and upon the written request of the holders of at least one-fourth in amount of the notes then outstanding and upon being indemnified to his reasonable satisfaction, shall proceed to protect and enforce his rights and the rights of the note holders hereunder either by suit or suits, in equity or at law or both in equity and at law, in any court of competent jurisdiction, whether for specific performance of any covenant or agreement contained herein, or in aid of the execution of any power herein granted, or for any foreclosure hereof or hereunder, or for any other sale of the trust estate or any part thereof so far as may be authorized by law, or for the enforcement of such other or additional, appropriate, legal or equitable remedy as the Trustee being advised by counsel, shall deem most effectual to protect and enforce the rights aforesaid.

(d)

The Trustee may take any other lawful action which he deems desirable to foreclose or otherwise enforce the lien hereof; and in particular, may sell, realize collect and get in the mortgaged property or premises or any part thereof, and the earnings, income, revenue, rents, issues and profits thereof and therefrom.

(e)

Upon or at any time after the commencement of any action or suit hereunder either