

Any such sale or sales, made under or by virtue of this indenture, either under the power of sale hereby granted and conferred, or under or by virtue of judicial proceedings, shall divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of the ELECTRIC COMPANY of, in and to the property sold, and shall be a perpetual bar, both at law and in equity, against said ELECTRIC COMPANY, its successors and assigns, and against any and all persons claiming or to claim the property sold, or any part thereof, from, through, or under the ELECTRIC COMPANY, its successors or assigns; nevertheless, the ELECTRIC COMPANY shall, if so requested by the TRUSTEE, ratify and confirm such sale by executing and delivering to the TRUSTEE, or to such purchaser or purchasers, all proper deeds, conveyances and releases as may be designated in such request.

The receipt of the TRUSTEE, or of the Court Officer conducting any such sale, shall be sufficient discharge for the purchase-money to any purchaser of the property, or any part thereof, sold as aforesaid, and no such purchaser, or his representatives, grantees or assigns, after paying such purchase-money and receiving such receipt, shall be bound to see to the application of such purchase-money upon or for any trust or purpose of this indenture, or be answerable in any manner whatsoever for any loss, misapplication or non-application of any such purchase-money or any part thereof.

Section 10. The purchase-money, proceeds, or avails of any sale of the mortgaged property, together with any other sums which may then be held by the TRUSTEE, or be payable to it, under any of the provisions of this indenture, as part of the Trust Estate, shall be applied as follows:

First: To the payment of the costs, expenses, fees and other charges of such sale, and a reasonable compensation to the TRUSTEE, its agents and attorneys, and the payment of all expenses, liabilities and advances incurred or disbursements made by the TRUSTEE, and to the payment of all taxes, assessments, or liens prior to the lien of these presents; except any taxes, assessments and other superior liens subject to which such sale shall have been made.

Second: To the payment of the whole amount due, owing and unpaid upon the bonds hereby secured for the principal and interest, with interest on the overdue installments of interest at the rate of five per cent. (5%) per annum. And in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid the said bonds, then to the payment of such principal and interest, without preference or priority of principal over interest, or of interest over principal, or of any installment of interest over any other installment of interest, ratably according to the aggregate of such principal and the accrued and unpaid interest.

Third: Any surplus then remaining to the ELECTRIC COMPANY or its successors and assigns or to whomsoever may be lawfully entitled to receive the same.

Section 11. In case of sale of the mortgaged property, or any part thereof, the purchaser, in settling or payment for the property purchased, shall be entitled to use and apply toward payment of the purchase-price of the property purchased, any bond and any matured and unpaid coupons hereby secured, by presenting such bonds and coupons so that there may be credited or endorsed or stamped as paid thereon the sum applicable to such payment out of the net proceeds of such sale as provided in Section 10 of this Article; and such purchaser shall thereupon be credited, on account of the purchase-price payable by him, with the sum so applicable and credited on the bonds and coupons so presented.

Such bonds and coupons so presented by the purchaser shall be deemed to be paid only to the extent of the amount so credited as paid thereon; provided, however, that no coupon the time of payment of which has been extended shall be accepted on account of payment of