

this mortgage, except in case of refusal on the part of the trustee to perform any duty imposed on it by this agreement; and all actions and proceedings for the purpose of enforcing the provisions of this indenture shall be instituted and conducted by the trustee, according to its own discretion.

The principal of the bonds secured hereby, having become due at maturity or as in this article provided, it shall be lawful for the trustee and if the bondholders of the majority in amount of the outstanding bonds hereby secured so elect in writing and notify in writing the Company, its successors or assigns and the trustee for the time being, the trustee shall proceed upon such election and notice and upon being indemnified to its satisfaction against any costs, expenses, liabilities and damages, in lieu of instituting proceedings at law or in equity to foreclose this mortgage or deed of trust as hereinbefore provided, after entry as provided in the preceding article of this indenture, or without entry as it may elect, to sell at public auction the said premises, property and appurtenances as an entirety, in the manner in the preceding article provided, or may proceed to foreclose this mortgage or deed of trust by suit in equity or other proper proceeding at its election.

The Company shall and will if and when so requested thereto, make, execute and deliver such deeds or other assurances and instruments as it shall be reasonably advised or required to confirm and assure such title and ownership in and to such purchaser or purchasers. The receipt of the trustee shall be a sufficient discharge to the purchaser or purchasers of all the property so sold or any part thereof for his or their purchase money, and the purchaser or purchasers shall not be bound to see to the application of the purchase money.

In case of any sale hereunder by the trustee, as in this indenture provided or under the judgment, order and decree of any court of competent jurisdiction rendered and entered in a suit to foreclose the lien of this mortgage or deed of trust, any purchaser, for the purpose of making settlement or payment for the property purchased, shall be entitled to turn in any bonds and any accrued or unpaid interest coupons hereby secured to the trustee or officer making such sale, and the amount credited therefor in lieu of cash on such purchase price shall be the face value of such bonds and of such coupons. Any bondholder may pay for and purchase such property and may make payment therefor as aforesaid and upon compliance with the terms of sale may hold, retain and dispose of such property without further accountability therefor.

Upon making any such sale the trustee shall apply the proceeds thereof as follows:

First: To the payment of the costs and expenses of such sale, including a reasonable compensation to the trustee, its agents, receivers, attorneys and counsel, and all expenses, liabilities and advances made by it for taxes, assessments insurance premiums or other purposes, including incidental expenses and other charges on the property hereby mortgaged and pledged; and if such sale be made under the judgment order and decree of a court, as herein provided, to the costs and disbursements taxed in such suit, and to the payment of interest at the rate of eight per cent (8%) per annum upon all sums expended and advances made by the trustee for any of the purposes above mentioned or for any of the purposes set forth in this instrument, from the date or dates at which such moneys shall have been expended or advanced.

Second: To the payment of the whole amount of principal and interest which shall then be owing or unpaid upon said bonds, or any of them, whether said principal by the tenor of said bonds be then due or shall have been declared due in consequence of the default of the Company as hereinbefore provided; and in case of insufficiency of such proceeds to pay in full the whole amount of principal and interest owing or unpaid upon said bonds, the said