

MENT FOR THE BENEFIT OF CREDITORS, OR UPON FILING A BILL IN EQUITY, OR UPON OTHER COMMENCEMENT OF JUDICIAL PROCEEDINGS, BY THE TRUSTEE TO ENFORCE ANY RIGHT UNDER THIS INDENTURE, THE TRUSTEE SHALL BE ENTITLED FORTHWITH TO EXERCISE THE RIGHT OF ENTRY HEREIN CONFERRED, WITHOUT AWAITING THE PRESCRIBED PERIOD, IF ANY, AND ALSO ANY AND ALL OTHER RIGHTS, POWERS AND REMEDIES HEREIN CONFERRED AND PROVIDED TO BE EXERCISED BY THE TRUSTEE UPON THE OCCURENCE AND CONTINUATION OF A DEFAULT AS HEREINBEFORE PROVIDED; AND, AS MATTER OF RIGHT, THE TRUSTEE SHALL THEREUPON BE ENTITLED TO THE APPOINTMENT OF A RECEIVER OF ALL THE MORTGAGED PROPERTIES AND OF THE EARNINGS, INCOMES, RENTS, ISSUES AND PROFITS THEREOF, WITH SUCH POWERS AS THE COURT MAKING SUCH APPOINTMENT MAY CONFER.

SECTION 75. IN CASE THE COMPANY SHALL MAKE DEFAULT IN ANY OF THE RESPECTS SPECIFIED IN SECTION 72 HEREOF, AND SUCH DEFAULT SHALL CONTINUE FOR THE PERIOD, IF ANY, THEREIN SPECIFIED, THE TRUSTEE MAY AND, UPON THE WRITTEN REQUEST OF THE HOLDERS OF TWENTY-FIVE PER CENT. IN AGGREGATE PRINCIPAL AMOUNT OF ALL THE BONDS THEN OUTSTANDING, REGARDLESS OF SERIES OR MATURITY, SHALL, BY NOTICE IN WRITING MAILED OR DELIVERED TO THE COMPANY, DECLARE THE PRINCIPAL OF ALL THE BONDS THEN OUTSTANDING TO BE DUE AND PAYABLE IMMEDIATELY; AND UPON ANY SUCH DECLARATION THE SAME SHALL BECOME AND BE IMMEDIATELY DUE AND PAYABLE, ANYTHING IN THIS INDENTURE OR IN THE SAID BONDS CONTAINED TO THE CONTRARY NOTWITHSTANDING. THIS PROVISION IS, HOWEVER, SUBJECT TO THE CONDITION THAT IF, AT ANY TIME AFTER THE PRINCIPAL OF THE SAID BONDS SHALL HAVE BEEN DECLARED DUE AND PAYABLE, AND PRIOR TO THE DATE OF THE MATURITY THEREOF STATED IN THE SAID BONDS, ALL ARREARS OF INTEREST UPON SUCH BONDS (WITH INTEREST ON OVERDUE INSTALLMENTS OF INTEREST AT THE RATES SPECIFIED IN THE RESPECTIVE BONDS) AND ALL EXPENSES AND CHARGES OF THE TRUSTEE SHALL BE PAID BY THE COMPANY, OR BE COLLECTED OUT OF THE MORTGAGED PROPERTIES BEFORE ANY SALE THEREOF SHALL HAVE BEEN MADE, AND EVERY DEFAULT IN THE OBSERVANCE OR PERFORMANCE OF ANY COVENANT OR CONDITION IN THE BONDS OR IN THIS INDENTURE CONTAINED SHALL HAVE BEEN MADE GOOD OR SECURED TO THE SATISFACTION OF THE TRUSTEE, OR PROVISION DEEMED BY THE TRUSTEE TO BE ADEQUATE SHALL HAVE BEEN MADE THEREFOR, THEN, AND IN EACH AND EVERY SUCH CASE, THE HOLDERS OF A MAJORITY IN AGGREGATE PRINCIPAL AMOUNT OF THE BONDS THEN OUTSTANDING, BY WRITTEN NOTICE TO THE COMPANY AND TO THE TRUSTEE, MAY WAIVE SUCH DEFAULT AND ITS CONSEQUENCES, AND OBTAIN FROM THE TRUSTEE RESCISSION OF SUCH DECLARATION OF THE MATURITY OF THE PRINCIPAL OF SUCH BONDS AS, EXCEPT FOR SUCH DECLARATION, WOULD NOT HAVE BEEN OR BECOME SO DUE AND PAYABLE; BUT NO SUCH WAIVER SHALL EXTEND TO OR EFFECT ANY SUBSEQUENT DEFAULT OR IMPAIR ANY RIGHT CONSEQUENT THEREON.

SECTION 76. IN CASE THE COMPANY SHALL MAKE DEFAULT IN ANY OF THE RESPECTS SPECIFIED IN SECTION 72 HEREOF, AND SUCH DEFAULT SHALL CONTINUE FOR THE PERIOD, IF ANY, THEREIN SPECIFIED, THEN, AND IN EACH AND EVERY SUCH CASE, THE TRUSTEE SHALL, IN ITS DISCRETION, BE FORTHWITH ENTITLED, WITH OR WITHOUT ENTRY, EITHER PERSONALLY OR BY ITS AGENTS OR ATTORNEYS, TO SELL ALL AND SINGULAR THE MORTGAGED AND PLEDGED PROPERTIES, INCLUDING ALL SHARES OF STOCK AND ALL BONDS OR OTHER SECURITIES THEN PLEDGED HEREUNDER, IN THE MANNER PROVIDED IN SECTION 78 HEREOF, OR, IN ITS DISCRETION, THE TRUSTEE MAY FORTHWITH PROCEED TO PROTECT AND ENFORCE ITS RIGHTS AND THE RIGHTS OF THE HOLDERS OF THE BONDS UNDER THIS INDENTURE BY A SUIT OR SUITS IN EQUITY OR AT LAW, EITHER FOR THE SPECIFIC PERFORMANCE OF ANY COVENANT OR AGREEMENT CONTAINED HEREIN, OR IN AID OF THE EXECUTION OF ANY POWER HEREIN GRANTED,