

(1) IN CASE THE PRINCIPAL OF ALL THE BONDS HEREBY SECURED SHALL NOT HAVE BECOME DUE BY DECLARATION OR OTHERWISE, FIRST, TO THE PAYMENT OF THE INTEREST IN DEFAULT IN THE ORDER OF MATURITY, WITH INTEREST THEREON AT THE COUPON RATE OR RATES, AND, NEXT, TO THE PAYMENT OF ~~XXX~~ THE PRINCIPAL OF ANY OF SAID BONDS WHICH SHALL HAVE MATURED BY LAPSE OF TIME AND NOT BY DECLARATION, WITH LIKE INTEREST, ALL SUCH PAYMENTS TO BE MADE RATABLY TO THE PERSONS ENTITLED <sup>THERETO</sup> WITHOUT DISTINCTION OR PREFERENCE; (2) IN CASE THE PRINCIPAL OF ALL THE BONDS HEREBY SECURED SHALL HAVE BECOME DUE BY DECLARATION OR OTHERWISE, TO THE PAYMENT OF THE PRINCIPAL AND ACCRUED INTEREST IN THE MANNER PROVIDED IN SECTION 7 OF THIS ARTICLE. UPON THE PAYMENT IN FULL OF WHATEVER MAY BE DUE FOR THE PRINCIPAL AND INTEREST OF THE SAID BONDS OR BE PAYABLE FOR OTHER PURPOSES, THE PREMISES SHALL BE RETURNED TO THE COMPANY, AND/OR,

(B) MAY SELL TO THE HIGHEST AND BEST BIDDER ALL OR ANY PART OF THE MORTGAGED PROPERTY, AND ALL RIGHT, TITLE, INTEREST, CLAIM AND DEMAND THEREIN, AND THE RIGHT OF REDEMPTION THEREOF, IN ONE LOT AND AS AN ENTIRETY, OR IN SEPARATE LOTS, AS THE TRUSTEES SHALL DEEM BEST, AND IN ONE SALE, OR ANY NUMBER OF SEPARATE SALES, HELD AT ONE TIME, OR ANY NUMBER OF TIMES, WHICH SAID SALE OR SALES SHALL BE MADE AT PUBLIC AUCTION AT SOME CONVENIENT PLACE OR PLACES IN ANY STATE OR STATES WHEREIN ANY OF THE MORTGAGED PROPERTY MAY BE LOCATED, AND AT SUCH TIME OR TIMES AND UPON SUCH TERMS AS THE TRUSTEES MAY FIX AND BRIEFLY SPECIFY IN THE NOTICE OF SALE TO BE GIVEN AS HEREIN PROVIDED, OR AS MAY BE REQUIRED BY LAW; PROVIDED, ALWAYS, THAT SUCH SALE OR SALES MAY BE MADE AT SUCH OTHER PLACE OR PLACES AND IN SUCH OTHER MANNER AS MAY BE AUTHORIZED BY LAW; AND/OR,

(C) MAY, AND UPON THE REQUEST OF THE HOLDERS OF ONE-FOURTH IN AMOUNT OF (1) ALL THE BONDS OUTSTANDING HEREUNDER IN RESPECT OF WHICH SUCH DEFAULT IN THE PAYMENT OF PRINCIPAL AND/OR INTEREST EXISTS, OR (2) ALL THE BONDS OUTSTANDING HEREUNDER IN CASE OF ANY OTHER DEFAULT, AND IN EITHER CASE UPON BEING FIRST INDEMNIFIED TO THEIR SATISFACTION, SHALL, PROCEED TO PROTECT AND ENFORCE THEIR RIGHTS AND THE RIGHTS OF THE BONDHOLDERS UNDER THIS INDENTURE BY A SUIT OR SUITS IN EQUITY OR AT LAW, WHETHER FOR THE SPECIFIC PERFORMANCE OF ANY COVENANT OR AGREEMENT CONTAINED HEREIN, OR IN AID OF THE EXECUTION OF ANY POWER HEREIN GRANTED, OR FOR ANY FORECLOSURE HEREUNDER, OR FOR THE ENFORCEMENT OF ANY OTHER APPROPRIATE LEGAL OR EQUITABLE REMEDY, AS THE TRUSTEES, BEING ADVISED BY COUNSEL LEARNED IN THE LAW, SHALL DEEM MOST EFFECTUAL TO PROTECT AND ENFORCE THE RIGHTS AFORESAID.

IN CASE THE TRUSTEES SHALL HAVE PROCEEDED TO ENFORCE ANY RIGHT UNDER THIS INDENTURE BY FORECLOSURE, SALE, ENTRY OR OTHERWISE, AND SUCH PROCEEDINGS SHALL HAVE BEEN DISCONTINUED OR ABANDONED BECAUSE OF ANY WAIVER, OR FOR ANY OTHER REASON, OR SHALL HAVE BEEN DETERMINED ADVERSELY TO THE TRUSTEES, THEN, AND IN EVERY SUCH CASE, THE COMPANY AND THE TRUSTEES SHALL BE RESTORED TO THEIR FORMER POSITIONS AND RIGHTS HEREUNDER IN RESPECT OF THE MORTGAGED PROPERTY, AND ALL RIGHT, REMEDIES AND POWERS OF THE TRUSTEES SHALL CONTINUE AS THOUGH NO SUCH PROCEEDINGS HAD BEEN TAKEN.

SEC. 4. NOTICE OF ANY SALE BY THE TRUSTEES, PURSUANT TO ANY PROVISION OF THIS INDENTURE, SHALL STATE THE TIME AND PLACE WHEN AND WHERE THE SAME IS TO BE MADE, AND SHALL CONTAIN A BRIEF GENERAL DESCRIPTION OF THE PROPERTY TO BE SOLD, AND SHALL BE SUFFICIENTLY GIVEN BY PUBLISHING THE SAME ONCE IN EACH WEEK FOR FOUR SUCCESSIVE WEEKS PRIOR TO SUCH SALE IN ONE DAILY NEWSPAPER PUBLISHED IN THE CITY OF CHICAGO, IN THE STATE OF ILLINOIS, THE FIRST PUBLICATION TO BE AT LEAST FOUR WEEKS BEFORE THE DATE FIXED FOR SUCH SALE, PROVIDED, THAT IF OTHER OR DIFFERENT NOTICE