

mentioned in this Section; or unless (c) The Railway Company shall be in default in the payment of any tax, assessments or other governmental charge lawfully imposed or levied upon any part of the property and premises hereby mortgaged, or the income and profits thereof, and such default shall have continued for a period of six months after written notice thereof from the Trustee or from holders of five per cent. in amount of the bonds secured hereby; or unless (d) The Railway Company shall be in default in the due performance and observance of any covenant or condition of this indenture and such default shall have continued beyond the period of grace, if any, herein provided for in respect of such default, and the Trustee shall have entered or shall have elected to enter into possession under the power of entry hereinafter conferred; or unless (e) the Railway Company voluntarily shall have surrendered to the Trustee possession of the mortgaged premises as hereinafter authorized--the Trustee (except with the assent of the Railway Company), shall not collect or be entitled to collect the principal or interest of any bonds or other claims or indebtedness now or hereafter pledged with, or assigned to, the Trustee under this indenture; and the Railway Company shall be entitled to receive all interest paid and dividends declared in respect of any bonds or stocks transferred to or pledged with the Trustee pursuant to any of the provisions of this indenture; and from time to time (subject to the covenants in respect thereof in this section contained), upon the request of the Railway Company, the Trustee shall deliver to it the coupons for such interest, in order ^{that} the Railway Company may receive payment thereof for its own use, and shall deliver to the Railway Company suitable orders in favor of the Railway Company or its nominee for the payment of such dividends; and the Railway Company may collect such coupons and dividends, but not by any proceeding which the Trustee shall deem to be prejudicial to the trusts hereunder; and the Trustee at once shall pay over ^{to} the Railway Company any such interest and dividends which may be collected or received by it. In every such case the Railway Company shall be entitled for its own use to demand, receive and collect, release and discharge, the principal or interest of any such claim against, or indebtedness (other than bonds) of, and other company pledged with the Trustee hereunder, and upon request of the Railway Company the Trustee shall execute any re-assignments or releases which may be required for that purpose.

If any such coupon, or if any evidence of any such claim or indebtedness, delivered to the Railway Company as aforesaid, shall not as aforesaid forthwith be paid and canceled, the Railway Company shall return the same to the Trustee, and in case of the payment of any such coupon, claim or indebtedness, shall upon demand of the Trustee furnish satisfactory evidence of the cancellation and extinguishment thereof.

Provided, however, and it is hereby declared and agreed that, except as herein otherwise expressly provided, (1) the Railway Company shall not be entitled to receive, and the Trustee shall not pay over to the Railway Company, any principal of any bond pledged or assigned to the Trustee hereunder; (2) the Railway Company shall not be entitled to receive, and the Trustee shall not pay over, any interest on any such bond or any principal or interest of any such other claim or indebtedness which shall have been collected or paid out of the proceeds of any sale of any property covered by a mortgage securing such bonds, or out of the proceeds of the sale of any other property of the company liable upon such bonds, claims or indebtedness, in case of a dissolution or liquidation of such company, it being the intention that the Railway Company shall only be entitled to receive payments made out of the rents, revenues, income, or proceeds of operation, of such properties; (3) the Railway Company shall not sell, assign or transfer any such coupon, or right to dividend, delivered or assigned to it, or any other such claim or indebtedness,