

such entry the Trustee, at the expense of the trust estate, from time to time, either by purchase, repairs, or construction, may maintain and restore and may insure or keep insured the rolling stock, tools and machinery and other property, buildings, bridges and structures erected or provided for use in connection with said railways and other premises, whereof it shall become possessed, as aforesaid, in the same manner and to the same extent as is usual with railway companies; and likewise, from time to time, at the expense of the trust estate, may make all necessary or proper repairs, renewals and replacements, and useful alterations, additions, betterments and improvements thereto and thereon, as to it may seem judicious; and, in such case, the Trustee shall have the right to manage the mortgaged and pledged premises and to carry on the business and exercise all rights and powers of the Railway Company, either in the name of the Railway Company or otherwise, as the Trustee shall deem best. And the Trustee shall be entitled to collect and receive all tolls, earnings, income, rents, issues and profits of the same and every part thereof, and also the income from stocks and bonds subject to this indenture. And after deducting the expenses of operating said railways and other premises, and of conducting the business thereof, and of all repairs, maintenance, renewals, replacements, alterations, additions, betterments and improvements, and all payments which may be made for taxes, assessments, insurance, and prior or other proper charges upon the mortgaged and pledged premises, or any part thereof, as well as just and reasonable compensation for its own services and for all agents, clerks, servants and other employes by it properly engaged and employed, the Trustee shall apply the moneys arising as aforesaid, as follows:

(a) in case the principal of the General Mortgage bonds shall not have become due, to the payment of the interest in default in the order of the maturity of the installments of such interest, with interest thereon at the same rate of interest as was borne by the bond on which such interest shall be in default, such payments to be made ratably to the persons entitled thereto, without discrimination or preference;

(b) in case the principal of the General Mortgage bonds, or any series thereof, shall have become due, by declaration or otherwise, to the payment of the accrued interest, with interest on the overdue installments thereof at the same rate of interest as was borne by the bonds on which such interest shall be in default, and to the payment of the principal of all the general mortgage bonds, whether due or not due; in every instance such payments to be made ratably to the persons entitled to such payment, without any discrimination or preference.

These provisions, however, are not intended in anywise to modify the provisions of Section 1 of this Article, but are subject thereto.

Sec. 3. In case some one of the events described in the first paragraph of Section 5 of Article Six of this indenture shall have happened, the Trustee, subject to the provisions of the first paragraph of Section 2, Article Six, of this indenture, shall be entitled to vote on all shares of stock then subject to the lien of this indenture, and, for the benefit of the holders of the General Mortgage bonds, shall be entitled to collect and receive all dividends on all such shares of stock and all sums payable for principal, interest or otherwise upon any bonds or obligations that shall then be subject to this indenture, and to apply as hereinbefore provided the net moneys received; and, as holder of any such shares of stock and of any such bonds, to perform any and all acts, or to make or execute any and all transfers, requests, requisitions or other instruments, for the purpose of carrying out the provisions of this section; but in the event that a receiver of any railway upon which this indenture is a first lien shall ^{have} been appointed and shall be in possession thereof, in the enforcement of this indenture or pursuant to the provisions hereof, the Trustee, from time to time in its discretion, may, and if requested