

Third: Any surplus thereof remaining to the Borrower, its successors or assigns, or to whomsoever may be lawfully entitled to receive the same.

Section 7.16. Waivers by Borrower of Appraisalment. Valuation: In case of any event of default on its part, as aforesaid, to the extent that such rights may then lawfully be waived, neither the Borrower nor anyone claiming through or under it shall or will set up, claim, or seek to take advantage of any appraisalment, valuation, stay, extension or redemption laws now or hereafter in force in any locality where any of the trust estate may be situated, in order to prevent or hinder the enforcement or foreclosure of this Indenture, or the absolute sale of the trust estate, or the final and absolute putting into possession thereof, immediately after such sale, of the purchaser or purchasers thereof, but the Borrower, for itself and all who may claim through or under it, hereby waives, to the extent that it lawfully may do so, the benefit of all such laws and all right of appraisalment and redemption to which it may be entitled under the laws of the State in which it is situated.

Section 7.17. Action Against the Borrower: The Borrower covenants that if default shall be made in the payment of the principal of any Bond hereby secured when the same shall become payable, whether upon maturity or by declaration, then upon demand of the Trustee, the Borrower will pay to the Trustee, for the benefit of the holders of all Bonds and coupons then secured hereby, the whole amount due and payable on all such Bonds and coupons for principal and interest, and in case the Borrower shall fail to pay the same forthwith upon such demand, the Trustee, in its own name and as Trustee of an express trust permitted by law so to do, shall be entitled to sue for and to recover judgment for the whole amount so due and unpaid.

The Trustee, to the extent permitted by law, shall be entitled to sue and recover judgment either before or after or during the pendency of any proceedings for the enforcement of the lien of this Indenture upon the trust estate, and in case of a sale of any of the trust estate and of the application of the proceeds of sale to the payment of the debt hereby secured, the Trustee, in its own name and as Trustee of an express trust, shall be entitled to enforce payment of and to receive all amounts then remaining due and unpaid upon any and all Bonds outstanding hereunder, with coupons, if any, pertaining thereto, for the benefit of the holders thereof, and the Trustee shall be entitled to recover judgment for any portion of the debt remaining unpaid, with interest. No recovery of any such judgment by the Trustee and no levy of any execution of any such judgment upon any of the trust estate or upon any other property, shall in any manner or to any extent affect the lien of this Indenture upon the trust estate or any part thereof, or any rights, powers or remedies of the holders of the said Bonds, but such lien, rights, power and remedies of the Trustee and of the Bondholders shall continue unimpaired as before.

In case of any receivership, insolvency, bankruptcy or other similar proceedings affecting the Borrower or its property, the Trustee shall be entitled to file and prove a claim for the entire amount due and payable by the Borrower under this Indenture at the date of the institution of such proceedings and for any additional amount which may become due and payable by the Borrower hereunder after such date, without regard to or deduction for any amount which may have been or which may thereafter be received, collected or realized by the Trustee from or out of the mortgaged property or any part thereof, or from or out of the proceeds thereof or any part thereof; but shall not be entitled to consent to any composition or plan of reorganization on behalf of any Bondholder unless by him in writing specifically authorized so to do.