

together with any other sums which then may be held by the Trustees under any provision of this Indenture as part of the mortgaged property or the proceeds thereof, shall be applied as follows:

First: To the payment of the costs and expenses of such sale, including a reasonable compensation to the Trustees, their agents, attorneys and counsel, and all necessary or proper expenses, liabilities and advances made or incurred by the Trustees under this Indenture, and to the payment of all taxes, assessments, mortgages, or liens superior to the lien of this Indenture, except any taxes, assessments or other superior liens subject to which such sale shall have been made.

Second: To the payment of the whole amount then owing or unpaid upon the bonds issued hereunder and then outstanding for principal and interest, with interest on overdue principal and overdue installments of interest, and, in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid upon the bonds, without preference or priority of principal over interest, or of interest over principal, or of any installment of interest over any other installment of interest, or otherwise, ratably to the aggregate of such principal and unpaid interest, subject, however, to the provisions of Section 2 of Article Two.

Third: To the payment of the surplus, if any, to the Corporation, its successors and assigns, or to whomsoever may be lawfully entitled to receive the same.

ARTICLE SIX

Concerning the Trustees

Section 1. The Trustees shall not be responsible for any recitals herein or in any supplemental indenture, or in any bond issued hereunder, or for the taking out of any insurance pursuant to the provisions of this Indenture, or the collection of any insurance money, or for the authorization, execution, filing, recording, validity or priority of this or any supplemental indenture, or of any bond of this issue, or for the payment, or seeing to the payment of any tax or for the sufficiency of the security of the bonds issued hereunder, or for the value of or title to the mortgaged property, and the Trustees shall not be required to inquire as to the performance or observance of any covenant or condition on the part of the Corporation, where the Trustees do not in fact know whether or not such covenant or condition has been performed or observed, or to give notice of any default hereunder to anyone, but the Trustees may require of the Corporation full information and advice as to the