

require the trustee to proceed under more than one of the foregoing methods, and it shall be advised that the several procedures cannot go on together, said trustee shall determine, according to its best judgment, under which method it will proceed to enforce the mortgage; and the proceeding hereinbefore provided shall in no event be taken to exclude any other remedy at law or in equity, to enforce this mortgage or the debts secured thereby. The notices or demands which by this or the succeeding article, are to be given to and made upon the corporation by the trustee may be given and made whenever in the opinion of the trustee the circumstances warrant, but the trustee shall not be bound to give such notices, or make such demands, unless requested in writing by the holders of one-tenth of the bonds secured by this mortgage outstanding and unpaid.

Article III. In case default shall be made in payment of interest on any of said bonds, and such default shall continue for sixty days, then the principal of all said bonds, if the trustee so elects, upon written notice by said trustee to said party of the first part, shall become and be at once due and payable, and be so held and deemed for the purpose of foreclosure and sale in either of the methods hereinbefore provided, and for all other purposes.

Upon default for
sixty days, and
notice by trustee
bonds shall be
payable

Article IV. In the event of a sale of the mortgaged premises, either by virtue of the power herein contained, or in pursuance of a decree or judgment of foreclosure, no claim or advantage shall be taken by said party of the first part, its successors or assigns, of any valuation, appraisement, redemption or extension laws; nor shall any injunction to stay proceedings or any process be obtained or applied for by it, or them, to prevent or delay such sale and conveyance as aforesaid.

Company shall
take no advantage
of stay laws
etc.

Article V. The party of the first part hereby covenants and agrees that it will keep the granted premises in good repair and condition, and will pay each and all of said bonds, interest coupons, taxes, charges, rates, levies, assessments and liens upon the property hereby mortgaged, and will, from time to time, and at all times upon reasonable request, execute all further deeds of conveyance and assurances in law, for the better assuring unto the trustee and its successors, for the purpose herein expressed or intended, all and singular, the railroad, premises, property, equipments and appurtenances, rights, interests,

Company shall
keep in repair
etc.

and execute further
assurances