

as aforesaid, shall be a perpetual bar, both in law and in equity against the party of the first part, and all persons claiming or to claim the said described premises and property, or any part thereof, or any interest therein, by, from, under or through the party of the first part, and after deducting from the proceeds of such sale proper allowances for all the expenses thereof, including attorney and counsel fees, and all other expenses, additions or liabilities which may have been paid or incurred by it for taxes or assessments on the said water works, gas and electric light plant, or the appurtenances or other property thereto belonging, or any part thereof, as well as reasonable compensation for its own services, it shall be lawful for the Trustee, and it shall be its duty to apply the residue of the money arising from the said sale, without giving preference, priority or distinction to one bond over another, to the payment:

First: Of the interest due on the said bonds outstanding, secured or intended to be secured hereby, but ratably and without preference or priority; and

Second: Of the principal of said bonds in full, if the said purchase money after deducting the expenses and interest above mentioned, be sufficient, but if not, then pro rata. And in the event of there being in the hands of the Trustee any portion of the trust estate, or the proceeds thereof, after the payment in full of the principal and interest of such bonds, then the Trustee shall reconvey, transfer and pay over such surplus to the party of the first part, its successor, successors or assigns, for its or their sole use and benefit.

On the said Trustee may, upon the written request of the holders of a like amount of said bonds then outstanding, and upon like security and indemnity, proceed to protect and enforce the rights of the bondholders under these presents by a suit or suits in equity or at law, whether for the specific performance of the stipulated covenants and agreements, or any of them contained herein, on the part of the party of the first part, to be kept and performed, or whether in aid of the execution of the power herein granted or otherwise, as the Trustee, being advised by counsel learned in the law, shall deem most effectual to protect and enforce such rights; it being understood, and it is hereby expressly declared, that the rights of entry and sale hereinbefore granted are intended as cumulative remedies, additional to all other remedies allowed by law, and that the same shall not be deemed in any manner whatever to deprive the Trustee, or the beneficiaries under this trust, of any legal or equitable remedy by judicial proceedings consistent with the provisions of these presents, according to the true intent and meaning thereof.

#### Article Fourth.

And it is Hereby Expressly Declared and Agreed, That no holder or holders of a bond, or of any bonds or coupons secured hereby, shall have the right to institute any suit, action or proceeding in equity or in law for the foreclosure of this mortgage, or the execution of the trust thereof, or for the appointment of