

such other claims by legal proceedings or by enforcement of any security therefor, except with the assent of the Trustee, nor in any manner which the Trustee shall deem prejudicial to the trust hereunder; and (3) until actually paid, released or discharged, every such coupon, or right to interest or dividends, and such other claims shall remain subject to the lien of this Indenture. Sec. 3. In case any sum shall be paid on account of the principal of any bonds or of any car trust obligations pledged with the Trustee hereunder, or in case any sum shall be paid on account of the interest on any such bonds or car trust obligations out of the proceeds of the property covered by a mortgage or trust deed securing such bonds or obligations, or in case, upon the dissolution or liquidation of any company, any sum shall be paid upon any shares of stock of such company pledged hereunder, or upon any such claims against any such company held by the Trustee, then, in such case, any such sum, unless applied on account of the purchase price of property purchased pursuant to Section 5 of this Article, shall be received by the Trustee and shall be paid over by the Trustee to the Railroad Company upon its demand for the purposes, and in the manner and subject to the restrictions set forth in Section 2 of Article Fifth hereof. Sec. 4. Unless a Receiver shall have entered into possession of the railroad hereby mortgaged and conveyed, or unless the Trustee shall have entered into possession of the mortgaged premises or part thereof under the power of entry hereby granted, the Railroad Company shall have the right to vote upon all shares of stock pledged hereunder, for all purposes not inconsistent with the provisions or purposes of this Indenture and with the same force and effect as though such pledge had not been made; and from time to time, upon demand of the Railroad Company, the Trustee, forthwith, shall execute and deliver to the Railroad Company, or its nominees, suitable powers of attorney or proxies to vote upon any shares of stock which shall have been transferred to the Trustee. Sec. 5. In case default shall be made in the payment of the principal or interest of any of the bonds or obligations at any time pledged hereunder, or of other bonds or obligations secured by the same mortgage or lien as such bonds or obligations held by the Trustee, then in any such case, if the Trustee holds more than right-of-first-priority in