

default shall be made in the due observance or performance of
 any other covenant or condition herein required to be kept or performed
 by the Railroad Company, and any such last mentioned default shall
 continue for a period of six months after written notice thereof
 to the Railroad Company from the Trustee or from the holders of five
 per cent. or more in amount of the bonds hereby secured and at
 the time outstanding, then and in each and every such case
 the Trustee, by its agents or attorneys, may forthwith enter into
 or upon all or any part of the railroads, rolling stock, property,
 lands, rights, interests, franchises and premises hereby conveyed, or
 intended so to be, or conveyed or intended to be conveyed by any
 indenture supplemental hereto, and each and every part thereof,
 and may exclude the Railroad Company, its agents and servants
 wholly therefrom, and, having and holding the same, may use,
 operate, manage and control said railroads and other premises,
 regulate the tolls for the transportation of passengers and freight
 thereon, and conduct the business thereof, either personally or by its
 superintendents, managers, receivers, agents, servants or attorneys, to the
 best advantage of the holders of the bonds hereby secured; and upon
 every such entry the Trustee may, at the expense of the trust estate,
 from time to time, either by purchase, repair or construction, maintain
 and restore, and may insure or keep insured, the rolling stock, tools,
 machinery and other property, buildings, bridges and structures erected
 or provided for use in connection with said railroads and other premises,
 and whereof it shall become possessed as aforesaid, in the same
 manner and to the same extent as is usual with railroad companies,
 and likewise may, from time to time, at the expense of the trust
 estate, make all necessary or proper repairs, renewals, replacements,
 alterations, additions, betterments and improvements thereto and
 thereon as to it may seem judicious; and the Trustee in such case
 shall have the right to manage the mortgaged premises and to carry
 on the business and to exercise all the rights and powers of said
 Railroad Company, either in the name of said Railroad Company
 or otherwise, as the Trustee shall deem best; and it shall be entitled
 to collect and receive all tolls, earnings, incomes, rents, issues and profits
 of the mortgaged premises and every part thereof; and after deducting
 the expenses of operating said railroads and other premises and
 conducting the business thereof, and of all repairs, maintenance,
 renewals, replacements, alterations, additions, betterments and
 improvements, and all payments which may be made for taxes,
 assessments, insurance and prior or other proper charges upon the