such default and its consequences, and obtain from the Trustee rescission of such declaration of the maturity of the principal; but no such waiver shall extend to or affect any subsequent default, or impair any right consequent thereon. Sec. 3. In case default shall be made in the payment of any interest on any bond hereby secured and any such default shall continue for a period of six months, or in case default shall be made in the payment of the principal of any such bond, or in case 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 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 outstanding bonds hereby secured, then and in each and every such case, the Trustee shall be forthwith entitled, with or without entry, personally or by attorney, in its discretion, to sell to the highest and best bidder, in one lot and as an entirety, all and singular the mortgaged railroads and premises, rights, franchises and interests, and all right, title, interest, claim and demand therein, and right of redemption thereof, which sale shall be at public auction at the city of Omaha, Nebraska, or at such other place on the railroads hereby mortgaged, and at such time, and upon such terms as the Trustee may fix, and the said Railroad Company shall join in any deed of conveyance or other writing evidencing such sale; provided, that this power of sale shall only be exercised so far as may be authorized by law. Sec. 4. In case default shall be made in the payment of any interest on any bond hereby secured or in the payment of the principal of any such bond, or in case 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 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 outstanding bonds hereby secured, then and in each and every such case the Trustee may forthwith proceed to protect and enforce its rights and the rights of the bondholders under this Indenture by a suit or suits in equity or at law, either for the specific performance of any covenant or agreement contained herein, or in aid of the execution of any power herein