in full, such payment of or upon interest coupons shall be in the order of date of their maturity; third, to the payment of the bonds hereby secured to be paid and then due and unpaid whether the same shall have previously become due or not, pro-rata and without discrimination or preference; fourth, to pay over the surplus, if any, to the party of the first part or to its successors or assigns or to whosoever may be lawfully entitled to receive the same by the judgment of some Court of competent jurisdiction. Article 9. It is further stipulated and agreed by and between the parties hereto that it shall not be necessary for the purchaser or purchasers, at any sale or sales, purporting to be made under the powers of this Mortgage (provided the said sales appear on the face of the proceedings to be made in conformity with said powers) to inquire into or in any way to be or become responsible for the actual existence of the contingency or contingencies upon which the said sale or sales shall, by the said Trustee be asserted to be made, and the title of the purchaser or purchasers to the property so sold shall be good, sufficient, valid and unimpeachable, and the receipt of the said Trustee shall be his or their good and sufficient discharge and acquittance for the payment of such purchase-moneys. Article 10. At any sale of the property, rights and privileges hereby conveyed, or intended so to be, or any part thereof, made under or by virtue of these presents, the said Trustee may bid for and purchase the same, or cause the same to be bid for and purchased in behalf of the holders of the bonds hereby secured and then due and unpaid, provided it shall be requested so to do by a majority in interest of the holders of such bonds. In case of such purchase by said Trustee on behalf of the holders of said bonds, the said Trustee may apply said bonds to the payment of the purchase money at such a rate or percentage of their face value as to holders of said bonds would be entitled to receive if the property had been sold to other parties. Article 11. It is hereby declared and agreed by and between the parties hereto that it shall be the duty of, and it is hereby made obligatory upon, the said Trustee, upon proper indemnification as hereinafter provided, to execute the power of sale or entry hereby granted, or both, or to take appropriate proceedings at law or in equity to enforce the rights of bondholders under these presents, upon requisition in writing as hereinafter specified to wit: 1. If the default be in the payment of the money hereby secured, principal or interest or any part thereof, as aforesaid, such requisition shall be by not less than one-half in interest of the holders of the bonds hereby secured and then outstanding, and shall be in writing, and signed by such bondholders; and upon such requisition the said Trustee shall proceed forthwith to enforce the rights of the said bondholders by sale or entry or judicial proceedings or in one or more of these methods, as it, being advised by counsel learned in law, shall deem most expedient in the interest of the holders of the bonds secured hereby. 2. If such default shall be in respect of any other covenant or condition in said bonds, or herein contained, to be kept or performed by said party of the first part then such requisition must be by not less than one-half in interest of the holders of the bonds hereby secured and then outstanding, and must be in writing and signed by such bondholders. But in every case, whatever be the nature of the default such duty of the said Trustee and also its power to make any election, or take any action in the premises, are hereby declared to be subject to the right and power of three-fourths in interest of the holders of the then outstanding bonds to