

of the provisions of this Section, including all sums required to obtain and perfect the ownership and title to any railways or other properties which the Trustee shall purchase or cause to be purchased pursuant to the provisions of this Section; and in case the Railway Company shall fail to do so, the Trustee, without impairment of any of its rights hereunder by reason of the default of the Railway Company, may in its discretion advance all such expenses and other moneys required, and shall have a lien for such advances with interest on the property hereby mortgaged and pledged, which lien shall be prior to the lien of the holders of the Prior Lien bonds and General Mortgage bonds issued hereunder. In case the Trustee shall not purchase or cause to be purchased the property sold at any such sale, and shall not join in a plan of reorganization, as aforesaid, in respect of such bonds or stock, the Trustee shall receive any portion of the proceeds of such sale accruing on the securities held by it hereunder, and (unless the Railway Company be in default in the payment of some principal or interest of the bonds hereby secured or unless a receiver of the mortgaged premises shall have been appointed, or unless the Trustee shall be in possession thereof under the power of entry hereinafter conferred) ^{all moneys so received by the Trustee shall be paid over} over to the Railway Company, for the purposes and in the same manner as the proceeds of the sale of any of the General Mortgage bonds reserved under Section 5 of Article One of this indenture, and not otherwise; it being understood that such moneys shall be in addition to the amount which may be expended, at any time under the provisions of said Section 5 of Article One, and that the amount of expenditures authorized under said section shall not be reduced thereby. Any other moneys received by the Trustee as the proceeds of a sale of any of the bonds, stocks or other property subject to this indenture shall be received and paid over by the Trustee to the Railway Company in like manner and upon the same conditions, unless some other use or disposition of such moneys is herein prescribed. Article First. It is expressly declared and agreed that, notwithstanding any of the provisions contained in this indenture, the Railway Company may, with the approval of two-thirds of its board of directors, sell or otherwise dispose of or deal with, and the Trustee shall release from the lien of this indenture and deliver to the Railway Company, or upon its order, any or all of its stocks, bonds or other obligations or indebtedness, or property of the