

and maintaining the property hereby conveyed, or intended to be, and of all taxes, assessments or charges prior to the date of these presents, except any taxes, assessments or other superior charges to which such sale shall have been made subject.

Second, If such sale shall not have been made subject to the lien of the Prior Lien bonds, then to the payment of the whole amount then due and unpaid upon the Prior Lien bonds hereby secured for principal and interest, together with interest on overdue installments of interest, and the balance to the payment of the whole amount then owing and unpaid on the General Mortgage bonds hereby secured for principal and interest, together with interest on overdue installments of interest; but if such sale shall have been made subject to the lien of the Prior Lien bonds, then to the payment of the principal and interest of the General Mortgage bonds hereby secured, together with interest on overdue installments of interest. If such proceeds shall be insufficient to pay in full the amount so due and unpaid upon both of said issues of bonds, then the principal and interest of the issue which such proceeds shall not suffice to pay in full shall be paid without preference or priority of principal over interest, or interest over principal, or of any installment of interest over any other installment of interest, ratably to the aggregate of such principal and accrued and unpaid interest. The foregoing provisions are, however, in each case subject to the provisions of Section 1 of this Article, and it is hereby expressly declared that the Prior Lien bonds shall in any event be first paid in full, both principal and interest, before any payment shall be made upon the General Mortgage bonds for principal or interest, unless such sale shall have been made subject to the continuing lien and rights of the Prior Lien bonds, in which event the balance of such proceeds shall be applied to the General Mortgage bonds and the coupons for interest thereon as above provided.

Third, To the payment of the surplus, if any, to the Railway Company, its successors or assigns, or to whomever may be lawfully entitled to receive the same. Sec. 7. In the event of any sale, pursuant to any provisions hereof, whether made under the power of sale hereby granted and conferred, or under or by virtue of judicial proceedings, or of some judgment or decree of foreclosure and sale made by any Court of competent jurisdiction, the whole of the property hereby mortgaged and pledged shall be sold in one parcel and as an entirety, including all the rights, titles, estates, railroads, equipment, franchises, leases, leasehold interests, contracts, stocks, bonds and other real and personal property of every name and nature, and this provision shall bind the parties hereto and each and