

to it hereunder, The Railway Company at any time, whenever it shall deem expedient for the better security of the bonds hereby secured, although there be then no default entitling the purchaser to enter in possession, may, with the consent of the Trustee, surrender and deliver to the Trustee full possession of the whole or any part of the property, premises and interests hereby conveyed or intended to be, for any period fixed or indefinite; and upon such surrender and delivery to the Trustee with its consent, the Trustee may enter into and upon the premises so surrendered and delivered, and may take and receive possession thereof for such period, fixed or indefinite as aforesaid without prejudice, however, to its rights at any time subsequently, when entitled thereto by any provision hereof, to insist upon and maintain such possession, though beyond the expiration of any prescribed period. Upon any such voluntary surrender and delivery of said property and premises or any part thereof, the Trustee, from the time of its entry, shall work, use, manage, control and employ the same in accordance with the provisions of this indenture, and shall receive and apply the income and revenues thereof as provided in Section 2 of this Article. Upon application of the Trustee, and with the consent of the Railway Company if there be then no subsisting default, hereunder, and without such consent if there shall then be a subsisting default, a receiver or receivers may be appointed to take possession of, and to operate and manage the whole or any part of the premises hereby mortgaged, wheresoever the same may be situated with all the rights powers and duties by this section conferred upon the Trustee, and the Railway Company shall transfer and deliver to such receiver or receivers all such premises and property wheresoever the same may be situated, except that the Trustee at all times shall be entitled to hold as pledgee the stocks, bonds and other securities pledged or assigned to it hereunder; and in every case, when a receiver of the whole or any part of the said property shall be appointed under this section or otherwise, the Trustee shall be entitled to receive all the surplus income and profits of such property for the benefit of the holders of bonds hereby secured. Sec. 10. The Railway Company shall not and will not at any time insist upon or plead, or in any manner whatever claim, or take the benefit or advantage of, any stay or extension law now or at any time hereafter in force in any locality where the mortgaged premises, or any part thereof, may or shall be situated, nor will it claim, take or insist on any benefit or advantage from any law now or hereafter in force, providing for the valuation or appraisement of the mortgaged premises, or any part thereof, prior to any sale or sales thereof to be made pursuant to any provision herein contained, or to the decree of any Court of competent jurisdiction; nor after any such sale or sales will it claim or exercise any right under any Statute enacted by the Congress of the United