

of any statute or otherwise, it being expressly agreed and understood that this mortgage and the obligations hereby secured are solely corporate obligations and that no personal liability whatever shall attach to, or be incurred by the incorporators, stockholders, officers or directors of the Railway Company, or of any successor corporation or any or either of them, under or by reason of any of the obligations, covenants or agreements in this indenture, or in any of the bonds or coupons hereby secured, and that any and all personal liability, either at common law or in equity, or by statute, of every such incorporator, stockholder, officer or director, is hereby expressly waived as a condition of, and consideration for, the execution and issue of this Mortgage and such obligations, except as herein expressly provided to the contrary, no remedy herein conferred upon or reserved to the Trustee or to the holders of bonds secured hereby is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Sec. 12. The holders of a majority in amount of all the bonds hereby secured and then outstanding, anything in this indenture contained to the contrary notwithstanding, shall have the right from time to time to direct and control any and all proceedings which shall have been instituted or which may be instituted for any sale of the premises hereby conveyed and pledged, or agreed or intended so to be, or for the foreclosure of this indenture, or for the appointment of a Receiver or any other proceeding hereunder, and for that purpose to instruct the Trustee to continue, ^{or discontinuing} any such proceedings, and no such action by the Trustee or by such majority shall extend to or be taken to affect any subsequent default or impair any rights resulting therefrom; provided, however, that until instructions shall have been given by the bondholders as hereby authorized, the Trustee may in its sound discretion, exercise any right or power hereby conferred; And further provided that so long as there shall be a substantial default in the payment of the principal or interest of Prior Lien bonds hereby secured, the Trustee shall be entitled, in its sound discretion, to exercise any right and power hereunder for the protection and enforcement of the rights of the holders of the Prior Lien bonds. Article Ten. In case default shall be made in the payment of any interest on any of the Prior Lien bonds secured hereby, as and when such interest shall become due and payable, and such default shall continue for a period of ninety days, then and in every such case of continuing default upon the written request of the holders of twenty-five per cent in amount of the Prior Lien bonds hereby secured and then outstanding, the Trustee shall, by notice in writing delivered to the Railway Company, declare the principal of all Prior Lien bonds hereby secured then outstanding to be immediately due and payable, and upon any such declaration the same shall become and be immediately due and payable, anything in this indenture or in said bonds contained to the