

all taxes, assessments and governmental and other charges lawfully imposed on any of the property or franchises covered by this mortgage, and shall not suffer any lien superior to the lien of this mortgage to attach to any part of said property or franchises, and shall not commit or suffer any waste thereof. The Railway Company shall pay all taxes which it may be required by any present or future Federal or State law to pay on the principal or interest of any of the bonds secured by this mortgage. Eighth. Should the Railway Company fail to pay such taxes, assessments, governmental or other charges, or should the Railway Company suffer any such lien to attach to any such property or franchises, then the Trustee may, if so advised, and without impairment of or prejudice to any of its rights under this mortgage by reason of any such default, itself take up or pay the same and have a lien upon the mortgaged premises for advances for that purpose, with interest thereon at the rate of six per centum per annum; and the said Trustee may have any such taxes, assessments, liens or other charges, assigned to it, to be held as additional security for such advances. The Railway Company shall repay, on demand, all such advances with interest thereon at the rate of six per centum per annum. Ninth. If default shall be made in the payment of any interest or principal of any of the bonds secured by this mortgage, or in any of the agreements on the part of the Railway Company hereunder, and any such default shall continue for six months after written demand of payment or performance, or if a receiver of any property of the Railway Company covered by this mortgage shall be appointed in any proceeding, the principal of all the said bonds then outstanding, with all interest accrued and unpaid thereon, shall become due and payable at the election and upon the declaration of the Trustee, or upon the declaration of the holders of a majority in amount of said bonds then outstanding filed with the Trustee, but the holders of a majority in amount of said bonds then outstanding may, at any time thereafter, until a sale of the property and franchises secured by this mortgage, reverse in like manner any such declaration previously made by the Trustee, or by bondholders, or, such default or receivership continuing, may again declare such principal to be due, and said principal shall cease to be due or become due accordingly; provided, however, that in case of any such declaration made by the Trustee, and not by bondholders, the default may be cured by the payment of all interest, taxes, or other charges due, and the performance of any agreements as to which default shall have been made, and thereupon such declaration made by the Trustee shall be set aside. It is expressly understood, however, that the action of the Trustee or of the bondholders in case of any default, shall not affect or impair the rights of the Trustee or of such holders in respect of any subsequent default on the part of the Railway Company, or impair any rights resulting therefrom. Tenth. If default shall be made in the payment of any interest or principal of any of the bonds secured by this mortgage, or if default be made in any of the agreements of the Railway Company herein set forth, and shall continue for six months after written demand of payment or performance,