indenture, as a whole in one single lot, and one half in interest of said bondholders may, by an instrument or concurrent instruments in writing, direct the Trustee to sell or to petition the said Court to sell the said property in such manner. Upon the filing of a bill in equity or other commencement of judicial proceedings to enforce the rights of the Trustee, or of the bondholders, under these presents, after default in the payment of any principal or interest on any of said bonds, or in the performance of any of the covenants or conditions contained in this indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the property hereby mortgaged and of the earnings, income, rents, issues and profits thereof. The Railway Company shall not, while any bonds secured by this mortgage are outstanding, apply for the appointment of a receiver of any property covered hereby. Fifteenth. The Railway Company may, by vote of its Board of Directors, waive the provisions hereinbefore contained in regard to continuation of default for six months before the principal of bonds can be declared due, or entry of sale made hereunder; and the Trustee and the holders of bonds secured by this mortgage may, immediately upon the waiver, take any action which under the terms of this mortgage, they would have the right to take at the expiration of such period. Sixteenth. In case of any sale under this mortgage, or deed of trust by the Trustee, or pursuant to the decree or order of Court, any holder or holders of bonds issued hereunder may bid for and purchase the property sold, on equal terms with other persons. The purchaser or purchasers at any such sale, in making settlement therefor, or in the payment of the purchase money bid, shall be entitled, on presenting and of said bonds, or overdue and unpaid coupons, to be credited on account thereof with the portion of the net proceeds of the sale which would be applicable to the payment of such bonds or coupons so presented, upon a just and proper distribution among the holders of the bonds secured hereby and outstanding after paying in money enough to cover the costs and expenses of the sale and of the proceedings relative thereto and any unpaid charges, expenses or compensation of the Trustee, and such other charges as the Trustee or the Court having jurisdiction of the proceedings may require to be paid in money. If the amount so applicable to the payment of the bonds and coupons shall be less than the amount due on said bonds and coupons, the receipt of such amount indorsed thereon shall be sufficient evidence of the application of such amount on such purchase price. Seventeenth. Any request in writing or other instrument required by this indenture to be signed or executed by bondholders may be in any number of concurrent instruments of similar tenor and date and may be signed or executed by such bondholders in person or by attorney in fact, proof of the execution of any such request or other instrument, and of the holding by any person of any of said bonds transferable by delivery, shall be sufficient for any purpose of this indenture, if made in the following manner: The fact and date of the execution by any person of any such request or other instrument may be proved by the certificate of any notary public, or other officer authorized