

the performance or observance of any other covenant or condition herein required to be performed or observed by the Railway Company, and any such default shall continue for a period of ninety days after the Trustee, pursuant to instructions of not less than one half in amount of the bonds secured hereby, at the time outstanding, shall have requested the Railway Company to perform or observe such covenant or condition then and in every such case the Railway Company shall, upon demand of the Trustee, forthwith surrender to the Trustee the actual possession of, and the Trustee, personally or by its agents or attorneys, shall be entitled in its discretion forthwith to enter into and upon all or any part of the railway, property and premises lands, rights, interests and franchises hereby conveyed or intended so to be, and each and every part thereof, and may exclude the Railroad Company, its agents and servants, wholly therefrom, and having and holding the same may use, operate, manage and control said railway and other premises, regulate the tolls for the transportation of passengers and freight thereon, and conduct the business thereof, either personally or by its superintendents, managers, receivers, agents and servants, or attorneys, to the best advantage, as well of the public as of the holders of the bonds hereby secured, in accordance with law and with any statute relating to said railways and other premises, or any part thereof, or to the operation thereof; and upon every such entry the Trustee, at the expense of the trust estate, from time to time, either by purchase, repairs or construction, may maintain and restore, and insure or keep insured the rolling stock, tools and machinery and other property, buildings, bridges and structures erected or provided for use in connection with said railways and other premises, and whereof it shall become possessed, as aforesaid, in the same manner and to the same extent as is usual with railway companies, and likewise from time to time, at the expense of the trust estate, may make all necessary or proper repairs, renewals, replacements and alterations, thereto and thereon, as well in respect of the rolling stock or equipments as in respect of the railways and appurtenances and other subject matters, as to it may seem judicious; and it may collect and receive all tolls, freights, incomes, rents, issues and profits of the same, and every part thereof, and also the income from stocks and bonds pledged hereunder, and after deducting the expenses of operating and maintaining said railways and other premises and of conducting the business thereof, and of all repairs, maintenance, renewals, replacements, and alterations, and all payments which may be made for taxes, assessments, insurance and interest on the bonds issued under said General Mortgage or other prior proper charge upon the said premises and property, or any part thereof, as well as just and reasonable compensation for its own services and for all agents, clerks, servants and other employees by it properly engaged and employed, it shall apply the moneys