arising as aforesaid as follows: To the payment of the interest which may then be in default on the bonds hereby secured, together with any interest which may become payable in respect of surplus net earnings during such possession of the mortgaged railways, property and premises by the Trustee, and after payment of all such interest then, if the principal of said bonds shall have become due, to the payment of the principal of said bonds, all such payments in every instance to be made ratably to the persons or parties entitled thereto, without discrimination or preference. Upon payment of all sums due, possession shall be restored to the Railway Company, or to whomsoever shall be entitled thereto. Upon and during such continuance of any default, either with or without entry, the Trustee shall have, exercise and enjoy all rights of the Railway Company, subject to said General Mortgage, to vote on all shares of stock held by the Trustee hereunder, and for the benefit of the holders of bonds hereby secured to receive and collect all moneys maturing or payable upon all stocks, bonds and other obligations and claims, held by the Trustee hereunder, and, as holder of such shares of stock and of such bonds pledged, or agreed to be pledged, in this indenture, to perform any and all acts, or to make or execute any and all requests, requisitions or other instruments. Sec. 2. In case default shall be made in the payment of the principal of any of the bonds hereby secured when and as the same shall become due and payable; or in case default shall be made in the payment upon demand of any interest on any of said bonds when and as such interest shall have been declared to be due and payable, and such default shall continue for a period of ninety days; or in case the directors of the Railway Company shall fail or refuse to determine the amount of the surplus net earnings applicable to the payment of interest on said bonds, as provided in Article Three of this indenture, or to declare the rate of interest payable on said bonds out of the surplus net earnings, when so ascertained and determined, and any such failure or refusal shall continue for a period of ninety days; or in case default shall be made in 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 shall have requested the Railway Company to perform or observe such covenant or condition, — then, and in every such case, the Trustee may protect and enforce the rights of the bondholders under this indenture, by a suit or suits in equity or at law, whether for the specific performance of any covenant or agreement contained herein, or in aid of the execution of any power herein granted, or for the foreclosure of this indenture, or for the enforcement of any