

think reasonable in the circumstances. The sale at one time by the Trustee of a portion of the property hereunder shall not exhaust its power of sale, but said Trustee shall, nevertheless, be authorized to make other sales until all the property herein conveyed to it is sold.

The Trustee, out of the proceeds of any sale of the Trust premises, shall in the first place, reimburse itself, and pay and discharge all costs & expenses incurred in and about such sale & otherwise, in respect of the premises, including reasonable remuneration for its own services, and shall in the next place, apply for the same ratably and without any preference or priority to the payment of the principal moneys secured by such of said bonds as shall then be outstanding, whether the same principal moneys shall be then or thereafter due and payable, and then in like manner to the payment of the interest then due upon said bonds in the order in which it became due, and then to the interest on said bonds to the time of the completion of the said sale, and shall pay over the surplus of the proceeds of the sale to the Telephone Company. And in case the residue of the proceeds of such sale after payment of the said cost and expenses shall be insufficient to pay in full the said principal moneys, the said residue shall be apportioned ratably and without any preference or priority among all the holders of the said outstanding bonds, according to the amount of the said principal moneys respectively. And in case such residue shall be sufficient to pay such principal moneys but not the said interest on the said bonds in full, the residue, after payment of said principal moneys, shall be apportioned ratably and without preference or priority in payment of such interest.

(3) In case of any default by the Telephone Company, whether in the payment of principal or interest, of any of the bonds secured by this mortgage, or in the performance of any agreement of the Telephone Company herein set forth, the Trustee may, at any time after such default having continued for six (6) months, after demand of payment or performance, begin foreclosure or other appropriate proceedings in any proper court, by way or remedy, as the Trustee, so acting, being advised by counsel, shall deem most expedient for the interest of the holders of said bonds.

(4) It shall be the duty of the Trustee, upon request in writing of the holders of a majority in amount of said bonds outstanding and on being indemnified as hereinafter provided, to take all needful steps for the protection and enforcement of their, its, or his rights, and the rights of the holders of bonds secured hereby and, in case of any default, to exercise the powers of entry and sale herein conferred, or both, or to take appropriate judicial