

IX.

In case of any default as specified in the foregoing section, then and in each and every case of the hapening and continuing of any such default, upon the written request made upon said trustee by a majority in interest of the holders of all of said bonds then outstanding and unpaid, said trustee shall have, and immediately exercise the right to declare all of said outstanding bonds due and immediately payable, and thereupon the same shall be due and immediately payable, notwithstanding any of the terms and conditions of said bonds, or any of them, to the contrary; and the said trustee upon the written request of a majority in interest of the holders of said outstanding and unpaid bonds, and upon being properly indemnified to his satisfaction shall forthwith proceed to the foreclosure of said mortgage by suit in such court of competent jurisdiction as may be selected by said majority in interest of said bond holders, and, in the absence of such selection, said trustee may bring such foreclosure suit in such Court as he may be advised; provided, however, that such default or any default may be cured by the payment by said Company of all interest, taxes or other charges then due, and by its performance of any agreement hereof as to which default shall have been made, and thereupon, said option and declaration by said trustee shall be held for naught; provided, however, that such action in case of any one default shall not impair the rights of said trustee and said bond holders in respect of any subsequent default, or any rights resulting therefrom.

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all proceedings of the trustee hereunder relative to enforcing the lien created by this indenture either by taking possession, or by judicial proceedings or otherwise, shall be subject to the direction and control of a majority in interest of the holders of bonds issued hereunder and then outstanding, as the same may be expressed in writing, addressed and delivered to said trustee. No holder of any bond or bonds, coupon or coupons, secured by this indenture shall have the right to institute or maintain any suit, action, or proceedings for the foreclosure of the lien of this indenture, or have the appointment of a receiver, or to enforce any other remedy upon said bond or bonds, or coupon or coupons, or under this indenture, without first giving notice in writing to said trustee of any default claimed by said bond-holder and continued as herein^{provided}, nor unless a majority in interest of the holders of bonds hereby secured and then outstanding, shall have made request in writing to said trustee and shall have furnished to him reasonable indemnity satisfactory to him and afforded said trustee reasonable opportunity to exercise the power hereby granted, nor unless said trustee shall fail to carry out the directions of said bondholders for an unreasonable length of time after receiving such notice and request, and such notification and request by a majority in interest of the holders of the then outstanding bonds are hereby declared to be conditions precedent to the exercise by said trustee of the powers and trusts of this indenture as to any action authorizing the taking of possession of said property rights and business, and the bringing of suits to foreclose the lien of this indenture, and appointment of a receiver, or the resort to any remedy hereunder, or upon said bonds or coupons or any of them.

XI.