

Fourth. To the payment, pro rata, of any amount of principal that may be due and in default upon said bonds.

If after entry as aforesaid by the Trustees, or if prior to any sale under power of sale or in any foreclosure suit which may be instituted as herein-after provided, all defaults of the Company shall be made good, and no event shall exist upon which the security hereby constituted shall be enforceable, the trustee after making such provisions as they may deem advisable for payment of the next two quarterly installments of principal and interest, shall restore possession of the Trust Estate to The Company and the same shall thereupon be subject to all the trusts and provisions of this Indenture, in the same manner and to the same extent as if such entry had not been made or such foreclosure suit instituted. This Power of entry and operation by the Trustees, as well as any and all other powers herein granted to, and conferred upon them, may be exercised by them as often as any occasion therefor shall arise during the pendency of the trusts created hereby, and for such periods as they may deem expedient, unless and until the holders of a majority in amount of the bonds hereby secured and then outstanding shall otherwise request.

Section 4. If any one or more of the aforesaid events of default shall happen, then in any such case the Trustees may (without any action on the part of any bondholder) and upon the written request of the holders of twenty per cent in amount of the bonds then issued and outstanding and being indemnified to their satisfaction, shall cause this Indenture to be foreclosed and the Trust Estate, or any part thereof, to be sold at judicial sale for, or towards the satisfaction of the mortgage debt, and shall, or may proceed to protect and enforce the rights of the Trustees and the bondholders hereunder, whether for specific performance of any covenant, condition or agreement herein contained, or in aid of the execution of any power herein granted, or for the enforcement of any other appropriate legal or equitable remedy as may in the opinion of counsel learned in the law be most effectual to protect and enforce the rights aforesaid, and trustees shall be entitled as of right, and without notice to the Company, or anyone claiming under it, and without regard to the then value of the Trust Estate hereby mortgaged, to the appointment of a receiver for the Trust Estate of any part thereof, and the Company does hereby irrevocably consent to such appointment, to be made upon, or at any time after the commencement of any proceeding hereby authorized to be instituted upon application and by nomination by the complainant in such suit, and further covenants to enter its appearance in any such suit, and consent to the entry of a judgment therein for the recovery and possession of the Trust Estate. Any such receiver shall have all of the usual powers and duties of receivers in similar cases, and all the powers and duties of the Trustees in case of entry as hereinabove provided, including power to manage and conduct the business of the Company and any receiver so appointed shall continue as such and exercise all of said powers until the confirmation of sale and the expiration of any statutory period of redemption from any sale which may be made in such proceedings, irrespective of whether or not there be a deficiency decree, and shall apply the moneys collected to the payment of reasonable compensation for his, and his attorney's and counsel's services to be fixed by the court appointing him, to the payment of the expenses and charges of conducting the business and operating and maintaining the Trust Estate in connection therewith, including taxes, insurance premiums, repairs governmental charges and all other expenses thereof, whether accrued before or after such sale, and the balance, if any, toward the payment of the indebtedness hereby secured, and of any deficiency decree that may be entered in such proceeding.

Section 5. In the event of any sale hereunder the property constituting the Trust Estate shall be sold either in parcels or as an entirety, as the Trustee may elect, unless the holders of a majority in amount of the bonds hereby secured and then outstanding, shall in writing request the sale in parcels, in which event sale shall be made in such parcels as may be specified in such request, and this provision shall bind the parties hereto and all parties claiming through or under them and each and every holder of the bonds and coupons hereby secured.

Any and all personal property and chattels, including tools, machinery appliances and equipment belonging to any plant, or used in connection with the business of the Company and conveyed by this Indenture, or intended so to be, shall be real estate for all the purposes hereof, and shall be held and taken to be fixtures and appurtenances of the real estate of the Company in connection with which the same is used, and upon which the same is located, and as part and parcel thereof, and except as herein otherwise provided, all such personal property, machinery and equipment, shall be used and sold therewith and not separate therefrom.

Section 6. In case of any sale of the mortgaged property whether under any power of sale hereby granted or pursuant to judicial proceedings, the purchase money, proceeds of avails, together with any other sums of money which then may be held by the Trustees hereunder, or be payable to them under any provisions of this Indenture, or any other agreement, as part of the mortgaged property, or as part of the property or funds held as security for the payment of bonds issued and outstanding hereunder, shall, subject to the provisions of Section I of this Article IV, be applied as follows, and in the following order:

First. To the payment of costs, expenses, fees and other charges of such sale, and a reasonable compensation to the Trustees, their agents, solicitors and attorneys, and to the payment of all expenses and liabilities incurred and advances or disbursements made by the Trustees or bondholders, and including all court costs and expenses, stenographer's charges, the cost of procuring abstracts