

thereon, computed to the time of making the payment, and if any of said proceeds shall then remain, such remainder shall be turned over to the party of the first part hereto, its successors or assigns. In case of the filing of any suit to foreclose this Trust Deed, the plaintiff shall be entitled to the appointment of a receiver, forthwith, as a matter of right, and at any sale of any of the property covered hereby, the Trustee may, at the written request of a majority in interest of the holders of the then outstanding bonds, bid in and purchase the said mortgaged property in behalf of the holders of all of the then outstanding bonds hereby secured. In such event, bonds secured hereby, may be used on account of payment of the purchase price at the net sum distributable thereupon from the proceeds of such sale.

But it is expressly agreed that if, in case of default and election of the maturity of the principal of said bonds under the foregoing provisions the party of the first part hereto, after such election of maturity and before the entry of a decree for the sale of the property, shall pay all interest due on said bonds at such date, and perform all other things with respect to which it may be in default under the terms of said bonds or this Trust Deed, and shall pay all expenses and charges which shall up to such time have been incurred by the Trustee or bondholders in seeking to enforce the lien hereof, then it shall be lawful for the holder or holders of a majority in amount of the bonds then outstanding hereunder, to waive in writing the default or defaults by reason of which the maturity of the principal of said bonds shall have been declared, but no such waiver shall extend to or be taken to affect in any manner or form, or to any extent, any subsequent default, or to impair the rights resulting therefrom.

ARTICLE VI

The party of the first part hereto agrees that it will at all times during the existence of any of the indebtedness secured hereby keep insured such of its buildings and equipment to the reasonable insurable value of the same; that all of the policies for such insurance shall be drawn as to make any losses thereunder payable to said Trustee as its interest may appear; and said policies shall be deposited with the Trustee. In case of loss upon any such policies, the Trustee shall allow the party of the first part hereto to apply such insurance moneys to the replacement of or permanent additions to the property destroyed or injured, if the said party of the first part shall in writing so request and said Trustee, shall, upon its written request, pay over to the party of the first part, for that purpose, upon receipt of vouchers showing that said property has been replaced by new or additional property costing as much as the money so turned over, any or all of such insurance moneys received on account of policies of insurance procured by the party of the first part hereto; but if said party of the first part shall not, within sixty (60) days from the time of the collection of the insurance money for such loss, request the Trustee, in writing, so to apply such insurance, then such insurance money shall be by such Trustee held and applied to the purchase or redemption of the bonds secured hereby under the terms hereof.

In case of any loss covered by any policy of insurance, any appraisal or adjustment of such loss, and settlement and payment of indemnity therefor, which may be agreed upon between the party of the first part and any insurance company, may be consented to and accepted by the Trustee and it shall in no way be liable or responsible for the collection of or the failure to collect any insurance money in case of loss.

ARTICLE VII

This Trust and security hereby intended shall only extend to such bonds issued as aforesaid, as shall be certified by said The Columbian Title and Trust Company, as Trustee, and when all said bonds and interest due thereon shall be paid and discharged the trust hereby created shall cease, and the estate hereby granted to the party of the second part shall determine and the full right and title to all the property and premises hereby conveyed, shall revert to the said party of the first part, its successors or assigns, and the Trustee, upon payment of all its reasonable fees, expenses and charges shall, upon cancellation of all said bonds and their coupons, release this trust deed.

If at any time hereafter when all the bonds outstanding hereunder are due and payable, by reason of lapse of time, or by reason of call and notice under the provisions thereof, the party of the first part shall deposit with said The Columbian Title and Trust Company, the Trustee hereunder for account of the holders of said outstanding bonds, a sum of money sufficient to pay the principal of all such outstanding bonds, together with the unpaid interest thereon up to the date of such deposit, then the party of the first part hereto shall be entitled to a release of this Trust Deed.

ARTICLE VIII

The Trustee hereunder shall be under no obligation to recognize any person or persons, firm or corporation as the holder or holders owner or owners, of one or more of the bonds secured hereby, or to do or refrain from doing any act pursuant to the request of any person or persons, firm or corporation professing or claiming to be such supposed holder or owner, until such supposed holder or owner shall procure such supposed bond or bonds and deposit the same with said The Columbian Title and Trust Company, Trustee hereunder, and shall indemnify and save harmless the Trustee to its full satisfaction from any and all costs and expenses, including attorneys' fees for which the Trustee may in its judgment become liable or responsible on account of proceedings to carry out such request or demand.

ARTICLE IX

The right of action under this Trust Deed is vested exclusively in the Trustee, and under no circumstances shall any bondholder or any number of bondholders have any right to institute any action or other proceeding on or under the Trust Deed for the purpose of enforcing any remedy herein provided, except in case of refusal on the part of the Trustee to perform any duty imposed on it by this instrument, and all actions and proceedings for the purpose of enforcing the provisions of this indenture shall be instituted and conducted by the Trustee according to its sound discretion but the Trustee shall be under no obligation to institute and conduct such suit or to take any proceedings under this indenture until it shall be indemnified to its satisfaction for all expenses and costs of every kind. Should any suit or other proceeding be brought against the Trustee hereunder, by reason of any matter or thing connected with the Trust hereby created the Trustee shall be under no obligation to enter such suit or proceeding, until indemnified to its satisfaction for so doing, unless it shall elect so to do and in such case it shall be compensated therefor from the Trust Fund and property held under this Trust Deed. Nothing herein shall prevent any bondholders from proceeding in their own name in case of maturity of the said bonds by lapse of time or by election of maturity for default, if the Trustee hereunder shall refuse to proceed after request and tender of reasonable indemnity.

ARTICLE X

The Trustee shall only be responsible for reasonable diligence in the performance of the Trust hereof and shall not be answerable in any case for the acts or defaults of any agent, attorney, or employee selected or retained by them with reasonable discretion.

The Trustee shall be entitled to be reimbursed for all proper outlays incurred in the discharge of its trust, including reasonable attorney's fees, and to receive a reasonable and proper compensation