

MORTGAGE RECORD 85

Section 4. Collection of Purchase Money Obligations by Trustee.

Any obligation received by the Trustee pursuant to the provisions of Section 3 of this Article VII may be collected by it. Unless a completed default of the character specified in Section 1 of Article IX of this Indenture has occurred and has not been rescinded or annulled as provided in Section 1 of Article IX hereof or has not been otherwise cured or made good to the satisfaction of the Trustee, interest as received on any such obligation by the Trustee shall be paid over by the Trustee to the Corporation.

Section 5. Property Acquired in Exchange to Become Subject to Lien of Indenture.

Any new property acquired by exchange or purchase to take the place of any property released or otherwise disposed of under any provision of this Article VII shall forthwith and without further conveyance become subject to the lien of and be covered by this Indenture as a part of the mortgaged property; but the Corporation covenants that if so requested by the Trustee it will convey such new property or cause such new property to be conveyed to the Trustee by appropriate instruments of conveyance upon the trust and for the purposes of this Indenture.

Section 6. Effect of Taking of Property by Eminent Domain.

(A) In the event that a governmental body shall at any time acquire all or any part of the property of the Corporation which is subject to the lien of this Indenture, by the exercise of the power of eminent domain, or by the exercise of a right reserved to purchase such property, the Trustee shall release the property so taken or purchased, upon being furnished with an Opinion of Counsel to the effect that such property has been taken by exercise of the power of eminent domain or purchased by a governmental body in the exercise of a right which it had to purchase such property. The award or consideration received for such property shall be deposited with the Trustee; provided that in case any of the mortgage and pledged property so taken or purchased consists of property which has been purchased, constructed or otherwise acquired by the Corporation subsequent to March 31, 1941, and does not consist of Capital Additions and is released from the lien of any mortgage or trust indenture prior to the lien hereof, then the award or consideration for such property may be delivered to or deposited with the trustee or other holder of such prior mortgage or trust indenture, and in that event there shall be delivered to the Trustee the certificate of the trustee or other holder of such prior mortgage or trust indenture to the effect that it has received such award or consideration, or a part thereof, as the case may be, and has been irrevocably authorized by the Corporation to pay over to the Trustee any balance of such award or consideration remaining after the discharge of such prior mortgage or trust indenture; and provided further that prior to the satisfaction or release of such prior mortgage or trust indenture, such award or consideration shall be withdrawn from the possession or control of such trustee or other holder only for purposes, and upon compliance with conditions, substantially similar to the purposes for which, and the conditions upon compliance with which, proceeds of released property may be withdrawn from the Trustee hereunder, unless, in the exercise of its discretion, the Trustee shall consent to the withdrawal of such award or consideration for other and different purposes and/or upon compliance with other and different conditions.

(B) (1) In the event that all or substantially all of the property of the Corporation which at the time shall be subject to the lien of this Indenture as a first mortgage lien thereon, shall be acquired and released from the lien of this Indenture under the provisions of subdivision (A) of this Section 6 or shall be sold and released from the lien of this Indenture under the provisions of Section 3 of this Article VII, then the award or consideration for such property so released together with any other moneys held by the Trustee under this Indenture, except any moneys held for the benefit and security of any particular bond or bonds, and together with additional bonds, if and to the extent required, which the Corporation shall, and hereby agrees to, deposit with the Trustee, shall be applied promptly by the Trustee to the redemption in full of all bonds then outstanding hereunder. If such property shall have been released pursuant to the provisions of sub-division (A) of this Section 6 or pursuant to Section 3 of this Article VII when sold, exchanged or otherwise disposed of to any governmental body, any such redemption in full of bonds of Series A shall be effected at the redemption price specified in Section 2 of Article I hereof for the redemption of bonds by the application of moneys received in connection with any such release of property; otherwise such redemption shall be effected at the redemption price specified in the above mentioned Section hereof for the redemption of bonds in other cases.

(2) In case any redemption in full of all bonds outstanding hereunder is to be made under the provisions of paragraph 1 of this subdivision (B), such redemption shall be effected in accordance with the applicable provisions of this Indenture, except that any notice that such bonds are to be redeemed, or any similar notice, required by such provisions to be filed with the Trustee or published or mailed to the bondholders, may, at the option of the Corporation, state that such notice and such redemption and the becoming due and payable of the bonds in respect thereof, shall be conditional upon the actual receipt of the award or consideration for the property released.

(3) Before making any payment on any bonds pursuant to the provisions of this sub-division (B), the Trustee may apply any moneys in its hands to the payment of taxes and assessments and of the reasonable compensation and expenses of the Trustee, its agents, attorneys and counsel, and of all other sums payable by the Trustee under any provision of this Indenture.

Section 7. Receiver or Trustee in Possession May Exercise Powers of Corporation Under This Article.

In case the mortgaged property shall be in the possession of a receiver or trustee, lawfully appointed in any action or judicial proceeding for the foreclosure hereof or for the enforcement of the rights of the Trustee or of the bondholders under this Indenture, the powers hereinbefore conferred upon the Corporation with respect to the sale or other disposition of the mortgaged property may be exercised by such receiver or trustee, and any request, certificate or appointment made or signed by such receiver or trustee for such purpose shall be as effective as if made by the Corporation or its Board of Directors or any of its officers in the manner herein provided; and if the Trustee shall be in possession of the mortgaged property under any provision of this Indenture, then such powers may be exercised by the Trustee in its discretion. The powers conferred by this Section 7 upon the Trustee or a receiver or trustee may be exercised by the Trustee or such receiver or trustee notwithstanding that any one or more of the completed defaults specified in Section 1 of Article IX hereof shall have happened and be continuing.

Section 8. Purchaser Not Bound to Inquire into Authority of Trustee.

No purchaser in good faith of property purporting to have been released hereunder shall be bound to ascertain the authority of the Trustee to execute the release, or to inquire as to any facts required by the provisions hereof for the exercise of such authority; nor shall any purchaser or grantee of any property or rights sold, granted, exchanged or otherwise disposed of by the Corporation and released by the Trustee, if such release is required by the provisions hereof, be under obligation to ascertain or inquire into the authority of the Corporation to make any such sale, grant, exchange or other disposition, or to see to the application of the purchase money.

Section 9. Moneys to be Held by Trustee until Applied.

Subject to the provisions of sub-division (B) of Section 6 of this Article VII, all moneys or cash deposited with or received by the Trustee pursuant to the provisions of any Section of this Article VII or in payment of or in exchange for any of the obligations deposited with or received by the Trustee pursuant to the provisions of Section 3 of this Article VII (except, however, interest on such obligations), shall be held by the Trustee as part of the mortgaged and pledged property until withdrawn or paid out as provided in Article VIII of this Indenture.

ARTICLE VIII.

CONCERNING OBLIGATIONS AND APPLICATION OF MONEYS RECEIVED BY THE TRUSTEE.

Section 1. All Obligations to be Collected by Trustee and Under Certain Circumstances to be Sold.

All obligations received by the Trustee under the provisions of Section 3 of Article VII of this Indenture, unless released pursuant to the provisions of such Section 3 of Article VII, shall be held by