principal amount of the bonds issued and outstanding hereunder, and after giving sixty (60) days' prior written notice specifying the default to the Corporations, and on the terms herein specified, be declared due; and in case of the failure of the Trustee to act upon such request, the holders of twenty-five per cent (25%) of the principal amount of the bonds issued and outstanding hereunder may declare the same due and the same shall thereupon be collectible in a suit at law or by the foreclosure of this mortgage.

Section 8.03. Subject to the provisions of Section 3.03 of Article Three of this Indenture, the proceeds or avails of any foreclosure sale shall be paid to and applied by the Trustee as follows:

(a) To the payment of costs and expenses of foreclosure and of sale, and the reasonable compensation of the Trustee, its agents, attorneys and counsel, and of all proper expenses, liabilities and advances incurred or made hereunder by the Trustee or by the holder or holders of the bonds, and of all taxes, assessments or liens superior to the lien of these presents, except any taxes, assessments or other superior liens, subject to which said sale may have been made.

(b) To the payment of the whole amount then owing or unpaid upon the bonds hereby secured for principal and interest, together with interest on overdue installments of interest; and in case such proceeds shall be insufficient to pay the whole amount so due and unpaid upon the bonds, then to the payment of such principal and interest, without preference or priority of principal over interest, or of interest over principal, or of any installment of interest over any other installment of interest, ratably, in proportion to the aggregate of such principal and secured and unpaid interest.

(c) To the payment of the surplus, if any, to the Corporations, its successors or assigns, or to whomsoever may be lawfully entitled to receive the same.

Section 8.04. In event of any judicial sale of the mortgaged property under a decree of foreclosure of mortgage made



by any court having competent jurisdiction, the Trustee if requested in writing by the holders of not less than a majority in principal amount of the bonds then outstanding, is hereby authorized, but shall not be obligated to purchase the mortgaged property or any part thereof for the use and benefit of the holders of all of the bonds, and having so purchased such property or any part thereof, the right and title to the property so purchased shall vest in the Trustee and no holder of bonds shall have any claim to the property or any part thereof so purchased or the proceeds thereof except for his pro-rata share of the proceeds of any disposal by the Trustee of the property or any part thereof so purchased.

Section 8.05. In case of any such sale of the mortgaged property or of any part thereof, the purchaser or purchasers for the purpose of making settlement for or payment of the purchase price, shall be entitled to turn in and use any of the outstanding bonds hereby secured and any interest coupons matured and unpaid thereon, in order that there may be credited as paid on the purchase price the sum apportionable and applicable to such bonds and coupons, including principal and interest thereof, out of the net proceeds of such sale after allowing for the proportion of the total purchase price required to be paid in actual cash; and such purchaser or purchasers shall be credited on account of the purchase price payable by him or them with the sums apportionable and applicable out of such net proceeds to the payment of or as a credit on the bonds and coupons so turned in by him or them.

Section 8.06. No delay or omission of the Trustee or of any holder of any of said bonds to exercise any right or power