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922 Trastees, the Company will pay to the Trastees for the benefit of the holders of sich lends and coupons the shole amount then due and payable on such Bonds and coupons, for prinsipal (and premium if any) or interest, or both, as the case may be, with interest on the overlae principal at the highest rate of interest forme by any of the Outstand to Bonds on the such Coupons when followed at the highest rate of interest torme by any of the Uutsinad-ing-Bondy and in case the Company shall fail to pay the same forthwith upon such demand, the Trustees in their own name and as Trustees of an express trust, shall be entitled to recover pulgement for the whole amount so due and unpaid.

The Trustees shall be entitled to institute and prosecute any The Trustee shall be entitled to institute and prosenie any action and enforce any judgment of final decree as a foresaid, either before of a first set-during the pendency of any pro-ceedings for the enforcement of the first of the Mortzaev, and, the right of the Trustees to such judgment or final decree the right of the Tratese to such judgment or must here shall not be divided by any interpret of the regular or by the exercise of any other right, power or remely for the enforce-ment of the provisions of the Moritague or the foreioure of the line hereoft, and, in case of a safe of the moritagued prop-erty or any part thereoft, the Trateset, in their own names and as transfers of any thereas Trate, shall be entitled to enforce the more set of the safe to be any solution of the moritaged proppayment of, and to receive, all amounts then remaining day isyment of, and to receive, all amounts their remaining one and unpaid yoon any and all of the Bonds and coupons, for the band for the holders thereof, and shall be entitled to institute and proscente any action and enforce any judgment of final decree as a forward for any portion of the said decity emain-ing unpaid, with interest. No judgment of decree obtained by the Transtees, and no levy of any execution upon the mortgaged the Trastees, and no kery of any execution upon the more access property, or upon any other property, shall in any manner, or to any extent, affect the lien of the Moritance upon the moritagated property, or any part thereof, or any lien, rights, powers or remedies of the Bondholders, but such rights, powers or remedies of the Bondholders, but such

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rights, powers and remedies shall continue uninmpaired .. as before, except as otherwise provided by law Any moneys collected by the Trusteer under this Section 13 shall be applied by the Trustees,

It is apparent by the structures Forst, by the parpent of the costs and expenses of the proceedings resulting in the collection of such moneys, and a dute compensation of and the expenses flubtimes and advances made or incurried by the Trustees here-under, except such as may have driven by their nuclicance or had fully; and

Article XV as 13 and 14

or bad faith; and Second, to the payment of the amounts then due and uppaid upon the Outstanding Houle and coupons in respect of which such momeys shall have been collected, without any preference or priority of any kind, hot such proportionatly according to the amounts due and pay-able upon such Outstanding Bond; and compone, respec-tively, at the due fixed by the Trustees for distribution of such such such such such and the second Out-standing Bonds and compared this due to the paid, of far proper stamping if only partially paid.

SECTION 14. The Company will not at any time insist upo lead, or claim to take advantage of any statute or rule of now or bereafter in force, wherever enacted or estabor plead, or cla law, now or hereafter in force, wherever enacted or estab-lished, in aid of debtors or permitting or providing for (a) the staying of actions in respect of martgages or mortgage indebtedness, or for extending the time for payment of such indebtedness, or for extending the time for payment of such as debtedness, (b), the valuation or a nipraise-melli of the property held under any mortrane or pledge to secure h-debtedness prior to any sale of sales thereof puryaint to the terms of such mortrane or gledge or to the device, judgment or order of any court, or (c) the redemption of any property so sold; and the Company hereby expressly waives property so south and the Company hereny expressly waites all benefit and advantage of any such statute or rike of law, and covenants that it will not hinder, delay or impede the ex-ecution of any power herein granted or delegated to the Trus-

Article XV

. . . tees, but that it will suffer and permit the execution of every such power as though no such statute or rule of law had been enacted or established.

SECTION 15. In case (1) an Event of Default shall occur Sucreasy 15. In case (1) as F-yent of Default shall occur and at any time during the continuance of such Frent of Default there shall be any unsatisfied final judgment against the Company or, in any judicial proceeding by any party other than the Truteses, a receiver shall be appointed of the Com-pany or of its property or any part thereoff, or a judgment or order be schered for the sequentration of 1ts property or any part, ibereof, or (2) the Company shall make default in the payment of interest specified in clauses (a) or (b) of Section 2 of this Article XV, and shall by resolution of its Board of Di-rectors admit the discrete its inshifting to make good such default, then the Truteses, in either such case, shall thereupon the sentitled, in the discretion of the Thomase, forthwith to exbe entitled, in the discretion of the Trustees, forthwith to ex-ercise the right of entry-herein conferred and also any and all other rights and powers herein conferred and round and and and exercised by the Trustees upon the occurrence and continuance of an Event of Default as hereinbefore provided 1 and the Trustees shall thereupon be entitled as a matter of right (i) Trustees shall thereupon be entitled as & master as fight (i) to the appointment of a receiver of the mortganced projecty and of the samings, rents jusces, profits, tolls, revenues and heome thereof, with such powers as the court making much appointment shall confer, and (ii) to the entry of an order-directing that the rents, issues, profits, tolls, revenues and other income of the premises and property comprised in the mortgaged projectly courted and im-posited for the benefit of the Trustees, and the Bondbolders from and after the date of the institution of any judicial from and after the date of the institution of any judicial proceedings of the nature referred to in this Section 15 or in clauses (f) and (g)-of Section 2 of this Article XY. Not-withstanding the appointment of any such receiver, the Corporate Trustee, as pleakee, shall be entitled to retain pos-

seasion and control of, and to collect all interest and dividends or earnings on, any shares of stock, eash, bonds and other obligations pledged with it as security hereunder. The Company hereby irrevocably consents to the appoint ment of such receiver and to the entry of such order.

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Article XV Sections 18, 16 and 17

SECTION 16. "Upon application of the Trustees to any court of competent jurisdiction, and with the consent of the Com-pany if none of the Events of Default shall have occurred and be continuing, and without such consent if one or more of the Events of Default shall have occurred and be conof the Events of Default shall have occurred and be con-tinuing, a receiver in a) be appointed to take possession of, and to operate; maintain and manage the mortgaged property or any part thereof, and any other property of the Company used for, in or about, or the use or possession whereof shall be essential to, the operation of the mortgaged railroads or thereof, and the Company shall transfer and deliver to any such receiver all such property, wheresoever the same may be situated; and in every case when a receiver of the whole or be situated ; and in every case when a receiver of the whole or of any part of sail property shall be appointed under this Section 16, or otherwise, the net income and profits of the mortginged, property shall be pail over to, and shall be received by the Trustees for the benefit of the holders of the Outstanding Bonds and coupons to be applied as provided in Section 2 of this Article XVV provided. However, that, not-vithatanding the appointment of any such receiver, the Corporate Trustee shall be entitled to retain central of, and to collect, gaih, bonds and other obligations pledged with it as secarity heremader. securify hereunder.

SECTOR 17. No holder of any Bond or coupon shall have any right to institute any suit, action or, proceeding in equity or at law for the forcelosure of the Mortgage, or for the exe-cation of any trust hereunder, including the appointment of a