

ment thereon, if partly paid, and upon surrender and cancellation thereof, if fully paid; and

THIRD. To the payment of the surplus, if any, to the Company, its successors or assigns, or to whosoever may be lawfully entitled to receive the same, or as a court of competent jurisdiction may direct.

§ 9.13. In case of any sale, whether made under the power of sale herein granted or pursuant to judicial proceedings, the principal of all the Bonds, if not previously due, together with all accrued and unpaid interest thereon, immediately thereupon shall become due and payable, anything in the Bonds or in this Indenture contained to the contrary notwithstanding.

§ 9.14. The Company covenants that in case it shall fail to pay any interest on any Bond or Bonds at any time outstanding, and/or to pay the principal of or premium, if any, on any such Bonds when the same shall have become payable, whether at the maturity of said Bonds, by call thereof for redemption, or by a declaration as herein provided, or otherwise, then the Company will pay to the Trustee at its principal office for the benefit of the holders of the Bonds and coupons then outstanding, the whole amount then due and payable on all such Bonds and coupons then outstanding, for interest, principal and premium, if any, with interest upon the overdue principal and premium, if any, at the rate of six per centum (6%) per annum until the principal shall be paid and (to the extent permitted by law) on overdue instalments of interest at the same rates, respectively, as were borne by the respective Bonds; and, in case the Company shall fail to pay the same forthwith, the Trustee shall be entitled in its own name and as trustee of an express trust to recover judgment against the Company or any other obligor upon the Bonds for the whole amount so due and unpaid.

The Trustee shall be entitled in its own name and as trustee of an express trust, or as attorney in fact for the bearers and registered owners of the Bonds and coupons, to file such proofs of debt, amendments to proofs of debt, petitions or other documents as may be necessary in order to have the claims of the bearers and registered owners of the Bonds and coupons allowed in any equity receivership, insolvency,

at law or in equity, of the Company in and to the premises sold, and shall be a perpetual bar both at law and in equity against the Company, its successors and assigns, and against all and any persons now or hereafter claiming the premises sold or any part thereof from, through or under the Company or its successors or assigns.

§ 9.12. The purchase money, proceeds and avails of any sale, whether made under the power of sale herein granted or pursuant to judicial proceedings, together with any other sums which then may be held by the Trustee under any provision of this Indenture as part of the trust estate or the proceeds thereof, shall be applied in the following order:

FIRST. To the payment of the costs and expenses of such sale and the reasonable compensation of the Trustee, its agents, attorneys and counsel, and of all necessary or proper expenses, liabilities and advances made or incurred by the Trustee, without negligence or bad faith, under this Indenture or in executing any power or trust hereunder, and to the payment of all taxes, assessments or liens superior to the lien of this Indenture, except any taxes, assessments or other superior liens subject to which such sale shall have been made;

SECOND. To the payment of the whole amount then owing and unpaid upon the Bonds then outstanding for principal, premium, if any, and interest, with interest on overdue principal at the rate of six per centum (6%) per annum until the principal shall be paid and (to the extent permitted by law) on overdue instalments of interest at the same rates, respectively, as were borne by the respective Bonds, and, in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid upon the Bonds, then to the payment of such principal, premium, if any, and interest, without preference or priority of principal and premium, if any, over interest, or of interest over principal and premium, if any, or of any instalment of interest over any other instalment of interest, or of the Bonds of any series over the Bonds of any other series, ratably to the aggregate of such principal, premium, if any, and unpaid interest, subject, however, to the provisions of § 9.29. Such payments shall be made on the date fixed therefor by the Trustee, upon presentation of the several Bonds and coupons and stamping such pay-