

proof of debt shall not be affected by any entry or sale hereunder, or by the exercise of any other right, power or remedy for the enforcement of the provisions of this Indenture or the foreclosure of the lien hereof, and in the case of a sale of the mortgaged property, and of the application of the proceeds of sale to the payment of the indebtedness hereby secured, the Trustee in its own name and as trustee of an express trust shall be entitled to enforce payment of and to receive all amounts then remaining due and unpaid upon any and all of the Bonds and coupons then outstanding, for the benefit of the holders thereof, and shall be entitled to recover judgment or make or file proof of debt for any portion of the indebtedness remaining unpaid, with interest, as aforesaid. No recovery of any such judgment by the Trustee, nor any attachment or levy of execution under any such judgment upon the trust estate or any part thereof, or upon any other property, nor any such proof of debt, shall in any manner or to any extent affect the lien of this Indenture upon the mortgaged property or any part thereof, or any lien, rights, powers or remedies of the Trustee, or of the holders of the Bonds, but such lien, rights, powers and remedies shall continue unimpaired as before.

Any moneys collected by the Trustee under this §9.14 shall be applied in the following order:

FIRST. To the payment of the costs and expenses of the proceedings resulting in the collection of such moneys, 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 trust or power hereunder; and

SECOND. To the payment of the amounts then due and unpaid upon the Bonds and for interest in respect whereof such moneys shall have been collected, ratably and without any preference or priority of any kind (subject to the provisions of §9.29), according to the amounts due and payable upon such Bonds and for interest, respectively, to the date fixed by the Trustee for the distribution of such moneys, upon presentation of the several Bonds and coupons, if any, and stamping such

liquidation, bankruptcy or other proceeding involving any distribution of the assets of the Company or any other obligor upon the Bonds to its creditors.

The Trustee is hereby appointed (and the successive respective bearers and registered owners of the Bonds and coupons issued hereunder, by taking and holding the same, shall be conclusively deemed to have so appointed the Trustee) the true and lawful attorney in fact of the respective bearers and registered owners of the Bonds and coupons issued hereunder, with authority to make and file, in any judicial proceeding, either in the respective names of the bearers and registered owners of the Bonds and coupons or in behalf of all bearers and registered owners of the Bonds and coupons as a class, any proof of debt, amendment to proof of debt, petition or other document; to receive payment of any sums becoming distributable on account thereof; and to execute any other papers and documents and to do and perform any and all such acts and things as may be necessary or advisable, in the opinion of the Trustee, in order to have the respective claims of the bearers and registered owners of the Bonds and coupons against the Company or any other obligor upon the Bonds allowed in any equity receivership, insolvency, liquidation, bankruptcy or other proceedings to which the Company or any such other obligor shall be a party or which relates to the Company or any such other obligor, or to the creditors or property of the Company or any such other obligor. The Trustee shall have full power of substitution and delegation in respect of any such powers.

Nothing herein shall be deemed, however, to give power to the Trustee to vote the claims of the holders of the Bonds or coupons in any such proceedings, or to accept or consent to any plan of reorganization, readjustment, arrangement, or composition or other like plan, or by other action of any character in any such proceeding to waive or change any right of any holder of the Bonds or coupons.

The Trustee shall be entitled to recover judgment or make or file proof of debt as aforesaid either before or after or during the pendency of any proceedings for the enforcement of the lien of this Indenture and the right of the Trustee to recover such judgment or make such