

may be advisable, in the judgment of the Trustees, for the purpose, and as may be designated in such request. Any such sale or sales made under or by virtue of this Mortgage, whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, shall operate to divest all the estate, right, title, interest, claim and demand whatsoever, whether at law or in equity of the Company in and to the property and rights so sold, and shall be a perpetual bar both at law and in equity against the Company, its successors and assigns, and against any and all persons (other than the Lessee or any sublessee of the Lessee) claiming or who may claim the same, or any part thereof from, through or under the Company, its successors or assigns.

(e) The receipt of the Trustees for the purchase money paid as a result of any such sale shall be a sufficient discharge therefor to any purchaser of the property or any part thereof, sold as aforesaid; and no such purchaser or his representatives, grantees or assigns, after paying such purchase money and receiving such receipt, shall be bound to see to the application of such purchase money upon or for any trust or purpose of this Mortgage, or shall be answerable in any manner whatsoever for any loss, misapplication or nonapplication of any such purchase money or any part thereof, nor shall any such purchaser be bound to inquire as to the authorization, necessity, expediency or regularity of any such sale.

(f) In the event of any sale made under or by virtue of this Mortgage, whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, the entire principal of the Notes, if not previously due, immediately thereupon shall become due and payable, anything in the Notes or in this Mortgage to the contrary notwithstanding.

(g) The purchase money, proceeds or avails of any sale made under or by virtue of this Mortgage, together with any other sums which then may be held by the Trustees under this Mortgage as part

of the Trust Estate or the proceeds thereof, whether under the provisions of this Article VII or otherwise, shall be applied as follows:

*First:* To the payment of the costs and expenses of such sale, including reasonable compensation to the Trustees, their agents and counsel, and of any judicial proceeding wherein the same may be made, and of all expenses, liabilities and advances made or incurred by the Trustees under this Mortgage, together with interest at the rate of six per cent (6%) per annum on all advances made by the Trustee and all taxes or assessments, except any taxes, assessments or other charges, subject to which the Trust Estate shall have been sold. The Trustees hereby expressly waive their right to the amount, if any, fixed by law as compensation for such sale.

*Second:* To the payment of the whole amount then due, owing or unpaid upon the Notes for principal and interest, with interest on the unpaid principal and (to the extent permitted by applicable law) on the overdue interest at the rate of six per cent (6%) per annum from and after the happening of any Event of Default described in clause (a) of Section 7.01 hereof; and in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid upon the Notes, then ratably according to the aggregate of such principal and the accrued and unpaid interest, without preference or priority as between principal and interest; such payment to be made upon presentation of the several Notes and the notation thereon of the payment, if partially paid, or the surrender and cancellation thereof, if fully paid.

*Third:* To the payment of any other sums required to be paid by the Company pursuant to any provision of this Mortgage or of the Notes.

*Fourth:* To the payment of the surplus, if any, to whomsoever may be lawfully entitled to receive the same.

(h) Upon any sale made under or by virtue of this Mortgage, whether made under the power of sale herein granted or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, any purchaser shall be entitled to use and apply any of the Notes and the amount of interest accrued thereon, for or in settle-