

all and singular the mortgaged property and the records, books, papers and accounts of the Mortgagor, exclude the Mortgagor, its agents and servants, wholly therefrom collect and receive all rents, issues, incomes and profits from the mortgaged property, operate and carry on the Mortgagor's business (in so far as the mortgaged property is concerned) as fully and unrestrictedly as the Mortgagor might do, and apply all funds coming into their hands as follows:

(a-1) First, to paying all expenses of entering upon, maintaining and operating said property, including the cost of such repairs, replacements, additions and improvements thereof or thereto as they may deem it proper to make, and including all sums paid for taxes, assessments, insurance premiums and other charges on said property or any part thereof, and including interest (at the highest rate, not over 8%, for which it is lawful to contract in the jurisdiction or respective jurisdictions where the mortgaged property is located) on all reasonable sums advanced hereunder by the Trustees and Bankers or any of them, and including reasonable compensation for the services of the Trustees and Bankers, their attorneys, agents and servants;

(a-2) Next, if the principal of all bonds is not due, by declaration of maturity or otherwise, to paying all principal and interest then in default hereunder (including interest at said highest rate on all overdue bonds and coupons from the respective dates of their respective maturities to the date of such payment), if said funds are sufficient therefor; or, if insufficient, then pro rata, without preference of bonds over coupons, or of coupons over bonds, subject, however, to the provisions of that section of Article I hereof dealing with the effect of extending the time for paying bonds or coupons;

(a-3) Or, if the principal of all bonds is then due, by declaration of maturity or otherwise, then to paying in full the principal and interest on all bonds then outstanding hereunder (including interest at said highest rate on all overdue bonds and coupons from the respective dates of their respective maturities to the date of such payment), together with all other debts hereunder of the Mortgagor if said funds are sufficient therefor; or, if insufficient, then pro rata, without preference of bonds over coupons, or of coupons over bonds, subject, however, to the provisions of that section of Article I hereof dealing with the effect of extending the time for paying bonds or coupons;

(a-4) The balance, if any, shall be paid to the

(over)