and entry as aforesaid or without such entry the party of the second part may proceed to sell the Mortgage property either by the virtue of the power of sale herein contained or by proceedings in a Court of Equity in the manner and for the purposes herein mentioned along with and as part of said property covered by said Mortgage. If default shall be made in the payment of interest mentioned in any of said bonds or coupons and if such default continue for six months then all of said bonds then outstanding at the option of the owner of One-half part of said bonds then outstanding shall become immediately due and payable principal and interest. Thereupon or if default shall be made in the payment of the principal of said bonds or any of them at maturity the said party of the second part or its successor in succession in trust may after entry as aforesaid or without such entry proceed to sell and dispose of or cause to be sold and disposed of the whole of said ~~Trust~~ Mortgage property along with and as a part of the property covered by the said first mortgage and all the benefit and equity of redemption of the party of the first part its successors and assigns therein or thereto at public auction in the said City of Nashville Tennessee in front of the Court house door to the highest bidder for cash giving sixty days previous notice of such sale by a semi-weekly publication in at least one daily paper published in the said City of Nashville Tennessee and such other notice as may be required by law and after such notice the said Trustee may adjourn said sale from time to time to a different time should it be thought best to do so and upon the day fixed by adjournment may make such sale without further notice. Instead of selling said property by advertisement as herein before authorized the said Trustee may in the event of default aforesaid and shall upon being requested by the holders of One-half of said bonds and indemnified as aforesaid proceed by suit or suits in equity or at law as the Trustee may be advised by counsel to enforce the payment of said bonds and to foreclose this Mortgage and sell the property hereby conveyed with the others as herein before provided and shall be entitled to a Receiver

ship of all said mortgaged property and the rents issues and profits thereof during the pendency of any such legal proceedings. And it is hereby expressly declared that the right of entry and sale hereinbefore granted are intended as cumulative remedies and shall not be construed to deprive said Trustee or the beneficiaries under the trust acting through the said Trustee of any legal or equitable remedy by judicial proceedings appropriate to enforce the provisions of this instrument. In the event that any sale shall be made under any of the provisions of this instrument the Trustee shall make execute and deliver to the purchaser or purchasers at such sale good and sufficient deed or deeds to convey the property so sold and in case such sale shall be a perpetual bar both at law and in equity against the party of the first part its successors and assigns and all other persons claiming by or under or through them: and the party of the first part hereby expressly waives all right or benefit of redemption in said Mortgaged property and every part thereof in favor of this instrument. In the event that bondholders should request different proceedings by the Trustee than default the request made by those having the greater amount of bonds shall control. The failure to pay such or any of the coupons which by the election provided for shall be payable in New York instead of Nashville as provided shall authorize the same action on the part of Trustee and bondholders under the said first mortgage as does this the same as if the two instruments were one and as if it provided for coupons to be paid in New York as is herein provided. That the holder of any bond hereby secured shall have recourse for the payment upon any stockholders of the party hereto of the first part under and in pursuance of any law imposing liability upon stockholders of incorporated companies whether such law be now in force or shall hereafter be enacted. The receipt of the Trustee who shall make the sale aforesaid shall be sufficient discharge to the purchaser for such sale for the purchase money. And the purchaser after the payment of the same shall not be obliged to see to the application of such purchase money or be in anywise answerable for any loss or misapplication or non-application of same by said Trustee. The said party of the second part or