as shall be necessary to pay and discharge the principal and interest of all such bonds as may have been issued under this Trust, free of all equity and equity of redemption of the said party of the first part therein by public auction at the City of Nashville, State of Tennessee at the Court House Door having previously given public notice of the time and place and terms of said sale, and of the property to be sold by publishing the same in at least one newspaper of general circulation in said city, as as may be required by law at least twice in each week for a period of twenty days previous to such sale, and execute and deliver to the purchasers thereof a good and sufficient deed in law for the same warranting the title to all such estate property, franchises and interest as the same stent as the party of the first part has at this date or at any time hereafter may have conveyed to it, and also a good and sufficient transfer of all said personal property choses in action contracts and debts and out of the moneys arising from said sale it shall be the duty of said Trustee after first retaining the cost and charges of executing this trust, and all other unreimbursed sums of money which said Trustee may have been obliged to pay in the execution of this Trust and a reasonable allowance for the services of the Trustee, and for professional advice there to pay in so far as the proceeds will suffice thereof, and on equal pro rata for portion, in case of deficiency the principal and interest, whether then due or yet to become due, on said bonds as above set out, or and pay and restore the residue if any to the party of the first part it being understood that the bonds shall be saleable receivable if assigned by the bonds in payment of said sale by said Trustee to the extent of the Assessment of the net proceeds of

said sale, and the sale thus made shall be a perpetual bar in law and equity to the party of the first part, or any person claiming under it, or for this date, and no advantage shall be taken of any stay valuation or appraisement laws existing or hereafter to be enacted and no injunction shall be applied for or stay of proceedings herein and in case of sale the party of the first part waive all right of redemption. It is further agreed that no bond shall be issued hereunder unless there shall be endorsed thereon a certificate signed by the Trustee for the time being to the effect that the same has been issued under this deed, This Indenture further witnesseth, that the said bonds hereby secured, are issued and declared upon the following agreements and conditions:—

First:- That the actual possession use and management of all the property rights and Franchises mentioned herein shall be and remain in and with the party of the first part, so long as all the bonds as issued shall be and remain without default, either in respect to the principal sums or interest and all taxes and assessments are paid promptly that in case of a vacancy of said Trusteeship for any cause, all the estate right, interest powers and duties shall be thereupon divested and cease without destroying this Trust, and be vested in a successor to be named by not less than twenty per centum in amount of the said bonds then outstanding and this as often as occasion shall require and such successor when so appointed shall be invested with all the estate powers and duties of the first Trustee and a majority of interest of said Bond Holders may remove any Trustee and appoint a new Trustee in the place of the one so removed And it is further agreed that the party of the second part, or its successors unless another have appointed, shall only be responsible