the bonds or the purchase of bonds issued under this mortgage, which when purchased or redeemed, shall be cancelled and returned to the party of the first part. Second. It is further covenanted and agreed that the party of the first part while it shall remain in possession of the property herein conveyed, shall and will, from time, pay and discharge all taxes and assessments lawfully imposed upon the same or any part thereof, the lien of which might or could be held or to become a lien prior to the lien of these presents; and will insure and maintain insurance upon said property to the amount of $..... payable to the Trustees as further security for said bonds, and will maintain said property in as good repair and condition as it now is; and in case of a failure to do either, said Trustee is hereby authorized to pay and expend an amount sufficient therefor, and the money so paid, with interest, shall be added to the amount due upon said bonds, and be a lien on the mortgaged premises, and secured by these presents; and said party of the first part further agrees that it will not do, or suffer, or permit any matter or thing whatever whereby the lien of this mortgage might or could be impaired, until the bonds herein secured and the interest thereon shall be fully paid and satisfied and the covenants herein contained fully kept and performed. Third. If the party of the first part shall well and truly pay, or cause to be paid to the holders of said bonds or obligations intended to be secured hereby, and each and every of them, the principal sums of money therein mentioned at the maturity thereof, according to their true intent and meaning, and shall also pay the interest thereon accruing at the times and in the way and manner therein and in the coupons provided, according to the true intent and meaning of these presents and shall perform the covenants in said bonds and in this indenture expressed to be performed by it, then and from thenceforth, this indenture and the estate hereby granted shall cease and determine and be utterly void and none effect, without any other release or formal conveyance, recontry, acknowledgement of satisfaction, or any other act whatever; otherwise to remain in full force and effect. If default be made in the payment of the principal or interest mentioned in said bonds or coupons, according to their tenor and effect, and if such default continues for the period of six months after due and demanded, or if default be made in the performance of the covenants contained in this mortgage, and if such default continues for six months, then, in that case, the party of the second part, or its successor or successors in trust, may, if it shall deem such action necessary for the protection of the bondholders, and when thereunto requested in writing by the holders of one third of said bonds then outstanding, and upon being properly indemnified against costs and expenses that may be incurred by acting in pursuance of such request, shall forthwith enter upon and take possession and control of all the property, rights, easements and assets etc., herein conveyed, and of the records books, and papers of the party of the first part relating thereto and in person or by one or more agents and have, hold and use the same, subject to the lien of these presents and operate and conduct all the business of the same, and make all such repairs, alterations, additions and improvements as it shall be deemed judicious, and collect and receive all tolls charges income and revenues from said property, and sell, as it shall deem advantageous, such

portions of the personal property hereby conveyed as cannot be advantageously used in the proper and judicious operation of said premises and property, and after deducting all necessary and proper outlays and expenses, taxes, costs, charges and counsel fees in the premises as well as just compensation for its own services and the services of such agents and employees as it may employ in the exercise of its discretion, for any of the purposes aforesaid, it shall apply the rest of such moneys, after paying off all taxes, assessments and other charges and liens prior to the lien of these presents, prorata to the payment alike of interest and principal due upon such of the bonds as shall remain outstanding, and pay the remainder, if any, to the party of the first part or its assigns. Upon default and entry as aforesaid, or without such entry the said party of the second part may proceed to sell the mortgaged property either by the virtue of the power of this sale herein contained or by proceedings in a court of equity in the manner and for the purpose herein mentioned. If default shall be made in the payment of interest mentioned in any of said bonds or coupons, and if such default continues for six months, then all of said bonds then outstanding, at the option of the owners of one third 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 or successors in trust may after entry as aforesaid, or without such entry, proceed to sell or dispose, or cause to be sold and disposed of the whole of said mortgaged property, and all the benefit and equity and redemption of said party of the first part its successors and assigns therein, or thereto at public auction in the city of Nashville, Tennessee, in front of the court house door, to the highest bidder for cash, or, in the discretion of said Trustee, for one fourth such and the balance in one, two and three years, with interest, retaining a lien for balance of unpaid purchase money, by way of mortgage or in such other manner as may be advised by counsel, giving three months previous notice of such sale by a semi-weekly publication in one or more newspapers in the city of Nashville, Tennessee, and such other notice as may be required by law and after such notice the said Trustee may adjourn such 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 provided, the said Trustee may in event of default aforesaid, and shall upon being requested by the holders of three fourths of said bonds, and indemnified as aforesaid, proceed by a suit or suits in equity or at law as the said Trustee may be advised by counsel to enforce payment of said bonds and to foreclose this mortgage and sell the property hereby conveyed, and shall be entitled to a receivership 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 rights of entry and sale herein before granted are intended as cumulative remedies and shall not be construed to deprive said Trustee of the beneficiaries