

respective coupons) is set forth in the hereinafter mentioned deed of trust annexed hereto, to which petitioner begs to refer as if the same were fully set forth herein.

5. That to secure the payment of all the said bonds, the said defendant, The White Cross Milk Company, Incorporated, did in pursuant of the power and authority conferred upon it by law and by the action and resolution of its stockholders and board of directors as of the 30th day of September, 1913, duly make, execute and deliver to the United States Trust Company, as trustee, a deed of trust in the form hereunto annexed marked "Exhibit A", which petitioner prays may be taken and read as a part hereof as fully as if set herein, wherein and whereby the defendant did grant, transfer and convey unto the said United States Trust Company, as trustee, all singular its property, real, personal and mixed, and corporate franchises now owned or hereafter to be acquired by the Company, including all and singular the real estate situated in Frederick County, Maryland, and all and singular the tools, implements, machines, machinery, appliances, fixtures, equipment, horses, vehicles, good-will and goods and chattles of every kind, nature and description, as more fully set out and described in the said deed of trust, in the foregoing deed of trust it is covenanted, stipulated and agreed that:

"In case default shall be made in the payment of any interest or any bond or notes hereby secured, and any such default shall have continued for a period of two months, or in case default shall be made in due and punctual payment of the principal of any bond hereby secured; or in case default shall be made in the due observance or performance of any other covenant or condition herein required to be kept or performed by the Company and such last mentioned default shall have continued for the period of sixty days after written notice to the Company thereof from the Trustee, or from the holders of at least 25 per centum in amount of the bonds hereby secured and at the time outstanding, then and in each and every such case the Trustee shall declare the principle of all bonds hereby secured and then outstanding to be due and payable immediately and upon such declaration the same shall become and be immediately due and payable, anything in this indenture or in said bonds contained to the contrary notwithstanding x x"

And in said mortgage or deed of trust it was further provided that:

"In the event of any such default the Trustee, with or without entry, personally or by attorney, in its discretion, may proceed to sell to the highest and best bidder in one lot and as an entirety, or in parcels in the discretion of the Trustee, all and singular the mortgaged premises and property and all right, title, interest, claim and demand therein and right of redemption thereof, which sale shall be at public auction after such previous public advertisement as the Trustees shall deem advantageous and proper, at such place upon the mortgaged premises and property, or in Allegheny County, Maryland, or in the City of Washington as the Trustee may select or the laws of Maryland and the District of Columbia may require and at such time and upon such terms as the Trustee may fix."

And it is further stipulated, covenanted and agreed in said deed of trust that:

"In case the Company shall make default in any of the respects hereinbefore mentioned and at any time during the continuance of such default, there shall be any existing judgment against the Company unsatisfied and unsecured by bond or appeal, or in case, in any judicial proceedings by any party other than the Trustee a Receiver shall be appointed for the mortgaged premises and property, or any part thereof, or of any other assets of the Company, or a judgement or order be entered for the sequestration of the mortgaged premises and property or any portion thereof, the Trustee without awaiting the prescribed default period, shall thereupon be entitled forthwith to exercise the right of entry herein conferred, and also any and all other rights and powers herein conferred and provided to be exercised by the Trustee upon the occurrence and continuance of any default as hereinbefore provided, and as a matter of right the Trustee shall thereupon be entitled to the appointment of a receiver of the mortgaged premises and property and any portion thereof, and of the earnings, income, revenues, rents, issues and profits thereof, with such powers as the Court making such appointment shall confer."