

said sale, and also all sums of money which may have been paid to and are in the hands of the Trustee at the time of the said sale, to the payment of the full principal of, and all accrued interest on, all the said bonds which shall then be outstanding and unpaid, without giving preference, priority, or distinction one bond over another if the said purchase money and other money in the hands of the Trustee as aforesaid, be sufficient but if not, then pro rata, without distinction between principal and interest of the aforesaid bonds, then the Trustee shall recover, re-transfer, or pay over the same to the Greenstone Company, its successors or assigns, for its sole use and benefit. (c) Or the Trustee shall and will, upon the written request of the holders of a like amount of said bonds then outstanding, and upon like security and indemnity, or without, such request or security or indemnity, in his own discretion, the Trustee may proceed to protect and enforce the rights of the bondholders under these presents by a suit or suits in equity or at law, whether for the specific performance of the stipulated covenants and agreements or any of them, contained herein on the part of the Greenstone Company to be kept and performed, or in aid of the execution of powers herein granted or otherwise, as the Trustee, being advised by counsel learned in the law, shall be deemed most effectual to protect and enforce such rights it being understood and it is hereby expressly declared, that the rights of entry and sale hereinbefore granted are intended as cumulative remedies additional to all other remedies allowed by law, and that the same shall not be deemed in any manner what so ever to deprive the Trustee of the beneficialities under the trust of any legal or equitable remedy by jurisdiction proceedings consistent with the provisions of these presents, according to the true intent and meaning thereof, PROVIDED ALWAYS, and it is expressly declared and agreed, that no holder or holders of a bond, or of any bonds, secured hereby, shall have the right to institute any suit action, or proceeding, in equity or at law, for the foreclosure of this indenture or the execution of the trusts thereof, or for the appointment of a Receiver, or for any other remedy, without first giving notice in writing to the Trustee of default having occurred and continued as aforesaid, and unless twenty-five per cent, in amount of the holders of bonds then outstanding have made request in writing to the Trustee as above provided, and have offered it a reasonable opportunity to proceed to exercise the powers hereinbefore granted or to institute such action, suit, or proceedings in its own name, and have also offered to it adequate security and indemnity against its costs, expenses, quest, and offer of indemnity are hereby declared to be conditions precedent to the execution of the powers and trusts of this indenture, to any action or cause of action for foreclosure, to the appointment of a Receiver, or to any other remedy hereunder, AND PROVIDED ALSO, That neither the Trustee nor the holder or holders of the bonds intended to be secured hereby, or any of them, shall sell the premises hereby mortgaged, or intended so to be, or any part thereof, or institute any suit, action, or procedure in law or equity for the foreclosure hereof or for the appointment of a Receiver, otherwise than in the manner herein provided.

ELEBENTH; at any sale, of the aforesaid premises, property or appurtenances or if either or any part thereof, whether made by virtue of any power herein granted or by judicial authority, the Trustee may bid for the purchase, or cause to be bid for and purchase, the same for and on behalf of all the holders of the bonds hereby secured and then outstanding, in the proper proportion of the respective interests of such bondholders, at a reasonable price if but a portion thereof be sold, or, if the whole of said mortgage premises should be sold, at a price not exceeding the total amount of such bonds outstanding, with interest accrued thereon and the expense of such sale, . In case of a sale of the mortgaged premises or any part thereof, either by the Trustee or in the course of judicial proceedings as hereinbefore provided, the purchaser or purchasers