

**Section 6. Application of Proceeds.** The purchase money, proceeds and avails of any such sale, whether under the power of sale herein granted or pursuant to Judicial proceedings, together with any other sums which then may be held by the Trustee, under any of the provisions of this indenture as part of the trust estate or the proceeds thereof shall be applied as follows.

**FIRST;** To the payment of the cost and expenses of such sale, including a reasonable compensation to the Trustee for its services, and for the services of its agents, attorneys and counsel, and of all expenses, liabilities and advance made or incurred by the Trustee in the premises, and to the payment of all taxes, assessments, liens or charges superior to the liens of this indenture except such liens, taxes, assessments and other charges subject to which the property shall have been sold,

**SECOND.** To the payment of the whole amount then owing or unpaid upon the bonds numbered from one to three hundred, both inclusive, then outstanding for the principal and interest; in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid, then to the payment of such principal and interest ratably to the aggregate of said principal and the accrued and unpaid interest.

**THIRD;** The surplus, if any, shall be paid to the McAleer Company, its successors or assigns, or to whomsoever may be lawfully entitled to receive the same.

**Section 7. Discontinuance of Proceedings.** In case any proceeding shall be taken for the enforcement of the lien created by this mortgage or deed of trust by suit, sale or otherwise, as hereinafter provided, the said Trustee on receiving the payment of any interest in default or upon payment of any taxes or assessments by reason of the non-payment of which the said Trustee shall have proceeded to enforce the lien of this mortgage, or on compliance on the part of The McAleer Company with any of the conditions of this Mortgage, by reason of the breach of which conditions or provisions said Trustee shall have proceeded to enforce the lien of this mortgage or deed of trust, accompanied by a request in writing signed by the holders of seventy five (75%) of the bonds then outstanding requesting said Trustee to discontinue any suit brought or proceedings had or taken for the enforcement of the lien of this mortgage, shall thereupon in compliance with said request discontinue any suit then pending and withdraw any proceedings had, and the said mortgage or deed of trust and all of the rights created and arising thereunder shall be reinstated in the same manner and with the same force and effect as though the said default or defaults has not occurred.

**Section 8. Purchase Price Payable in Bonds.** In case of such sale as hereinbefore authorized being made by the Trustee or its successors in said trust, or in case of any judicial sale being made of the mortgaged premises or any part thereof, for the enforcement of the mortgage lien hereby created the purchaser or purchasers at such sale shall be entitled, in making settlement for any payment of the purchase money bidden at such sale, to turn in or use toward the payment of such purchase money all bonds and interest coupons held by such purchaser or purchasers to or towards the payment whereof the net proceeds of such sale shall be legally applicable, reckoning such bonds and interest coupons or the amount so turned in or used of the same for such purpose, at such sum as will be payable out of the net proceeds of such sale to such purchaser or purchasers as holder or holders of said bonds and interest coupons for his or their just share or proportion of such net proceeds of sale upon due apportionment of and concerning said net proceeds in accordance with their proper priorities.

If the net proceeds of such sale be sufficient to extinguish such bonds and interest-