

or interest on any of the said bonds which may be negotiated or shall to pay the semiannual dividend on any guaranteed stock into which any of the said bonds may have been converted at any time when demanded after the same shall have become due and payable according to the tenor thereof, then after sixty days from such default upon request of the holder or holders of any such bond or bonds or guaranteed stock, the said party of the second part his successors in said trust or assigns may enter into and take possession of all or any part of the said premises and as the attorney in fact or agent of the said parties of the first part by himself or agents or substitutes duly constituted have, use and employ the same making from time to time all necessary repairs alterations and additions thereto (and after deducting the expense of such repairs, alterations and additions apply the proceeds thereof to the payment of the principal and interest of all said bonds outstanding (and the original principal and interest of any guaranteed stock into which any of the said bonds may have been converted (and the said party of the second part his successors in said trust and assigns on the written request of such holder or holders shall cause the said premises to be sold at public auction in the town of Portsmouth in Virginia or in the City of Philadelphia giving at least forty days notice of the time, place terms of sale (and of the property, franchises and trust subject to be sold by publishing the same in two newspapers in the City of Philadelphia, two in the State of North Carolina one in the City of Norfolk, and one in the Town of Portsmouth if at the time there be such newspapers and shall execute to the purchaser or purchasers thereof a good and sufficient deed of conveyance for the same in absolute property, which conveyance shall be a bar against the parties of the first part, their successors (and assigns (and all persons claiming under them of all right, interest or claim in or to said premises or any part thereof, saving only the rights of holders of any outstanding obligations of the Company, payable on the first of August Anno Domini one thousand eight hundred and sixty and secured by a Deed of Trust or Mortgage to Jno. J. Palmer of New York bearing date the Twenty Eighth day of February Anno Domini One thousand eight hundred and fifty one (1851) and also the rights of holders of any outstanding obligations of the Company payable on the first day of March Anno Domini one thousand eight hundred and seventy (1870) and of any guaranteed stock into which any of the said obligations may have been converted, secured by a deed of trust to Robert Tyler of Philadelphia bearing date the twenty fifth day of February Anno Domini One thousand eight hundred and fifty three (1853) (and said trustee shall after deducting from the proceeds of said sale the costs and expenses thereof (and of managing such property apply so much of the proceeds as may be necessary to the payment of the principal and interest unpaid on said bonds and the original principal of and dividends due on said guaranteed stock (and shall retain the residue thereof to said parties of the first part being) expressly understood that in the event of any default in the payment of the interest on any bond