

The Bonds secured hereby any surplus shall remain then the trustee shall reconvey or pay over account for and deliver any such surplus or remainder to the Company its successors or assigns or dispose of the same as any Court of competent jurisdiction may direct — Provided however that the said Trustee may, and full and ample authority is hereby given to such Trustee in his discretion to apply to any Court or judicial tribunal having jurisdiction in the premises for a foreclosure and sale under the instrument of the said mortgaged property upon the happening of the defaults hereinbefore specifically provided and upon the terms and Conditions hereinbefore set forth authorizing the entry into possession and sale by said Trustee in person and all and singular the provisions hereinbefore contained authorizing such entry into possession and sale by said Trustee shall thereupon be applicable to a judicial sale as hereinbefore provided. Upon such sale being made the proceeds of the same shall be applied in the form and manner and as hereinbefore specifically provided —

Sixth — And it is hereby further agreed that in case any default in the payment of said Bonds secured hereby or any interest thereon or in the observance of any of its Covenants, Conditions, Provisions or Agreements herein contained, the Company will waive and hereby waives the benefit of any stay, Appraisement and redemption laws or of any laws regulating sales under mortgage foreclosures in the state of Florida now existing or which may hereafter exist —

Seventh — It is further agreed that if the Company shall pay all of the principal or interest so due and comply with all the Conditions and agreements herein contained at any time before the Trustee shall take possession of said Railroad enter upon said lands or commence any proceedings in pursuance of its power hereby granted to him for the protection of the holders of the Bonds secured hereby in case of such default the said default shall be waived and the said Company be restored to the possession and control of said mortgaged property and upon the payment at any time in full of the said bonds or interest secured under and secured by this mortgage and the interest thereon and the compensation of the Trustee this deed shall become void and the estate and title hereby granted shall revert to and vest in the Company, its successors and assigns without other conveyance thereof —

Eighth — It is further agreed that the Trustee hereby accepts the aforesaid trust and agrees to execute them upon the following