prosecuting or defending any suit or action relative to the trusts hereunder or against the title to the property hereby conveyed, the money so advanced or expended, as well as reasonable compensation for the services of the parties so acting, shall become an additional indebtedness secured by this trust deed in the same manner as the principal debt, but paramount thereto, and shall be repaid by the party of the first part, or its successors, to the party or parties so paying and advancing said money in such gold coin as aforesaid, on demand, and may be collected at any time after the same shall have been advanced or expended, with interest thereon at the highest rate allowed by law to be stipulated for in written contract, and such money shall be paid out of the proceeds of the sale of the property aforesaid if not otherwise paid by the party of the first part. And it shall not be obligatory to inquire into the validity of any such tax title or of such taxes, rates, levies or assessments or of the sale therefor, in advancing money in this behalf; but nothing herein contained shall be taken to require said Trustee or any bond holder to advance or expend money for such taxes or assessments, or for the procuring of insurance or for any other purpose. And it is expressly agreed that in proceeding to act under this trust deed in behalf of such matters, the trustee shall be in no case individually liable, unless guilty of bad faith.

And it is further agreed that in case the said Caney River Gas Company shall fail to pay the said taxes, rates levies or assessments, or shall fail to pay such insurance premiums, or shall fail to remove any such mechanic's, labor's or other lien which may attach to said property, or shall fail in any wise promptly and faithfully to fulfill, keep and perform all and singular the covenants and agreements herein contained to be kept and performed by the said Caney River Gas Company then and in either or any of said events, the Trustee may, if thereunto requested in writing by the holders of one quarter in amount of said bonds then outstanding, and shall, if thereunto requested in writing by the holders of a majority in amount of said bonds then outstanding, declare the principal and interest due, and this trust deed may at once be foreclosed. Such election may be made at any time after the existence or happening of such event, without notice, and this trust deed may at once be foreclosed.

Until default shall be made in the payment of the principal or interest due on the bonds hereby secured, or any part thereof, as the same shall respectively become due and payable, or in the performance of any of the covenants herein expressed, the said Caney River Gas Company shall be entitled to remain in full possession, use, enjoyment and control of the said property with the right at all times to alter, change, add to or repair any buildings, machinery fixtures, works and plants mortgaged hereby; provided however, that the security of said bonds shall not thereby be in anywise reduced or impaired.

If default shall be made in the payment of any bond or bonds or of any interest on said bonds, or either or any of them, when it becomes due, and if such default shall continue for a period of ninety days after it is due, the Trustee, or its successors, may, if thereunto requested in writing by the holders of one quarter in amount of said bonds then outstanding, and shall, if thereunto requested in writing by the holders of a majority in amount of said bonds then outstanding, declare the principal of all said bonds immediately due and payable. And upon being indemnified to its satisfaction against costs and expenses which may be incurred, said Trustee may enter upon and take possession of said property, and operate, manage and control the same, and shall proceed in law or in equity to enforce the payment of said bonds and to foreclose this trust deed and to sell all of the property hereby mortgaged for the payment of the indebtedness secured hereunder, and during the pendency of any such suit or proceeding, and during any period of redemption, said Trustee shall