be entitled to a receivership for any or all of the said property, and to nominate such receiver. And said Caney River Gas Company, for itself, its successors and assigns, hereby covenants and agrees to and with such Trustee, that in any such proceedings it will voluntarily enter its appearance and consent of the appointment of the receiver to be nominated by said Trustee, to take charge of said property and all rents, issues and profits thereof, for the benefit of the said bond holders. It is, however, expressly agreed and understood, that such declaration of maturity may be annulled and set aside at any time before final decree of foreclosure is entered, by the payment by said Caney River Gas Company, of all past due principal, interest and all costs, expenses, fees and charges which may have been incurred or contracted for under and by reason of such default. The right to declare the principal due as aforesaid shall extend to each and every installment of interest without reference to the action of any of the parties hereto with respect to any former default in payment.

On any sale of the property hereby mortgaged, or any part thereof, under any proceeding for foreclosure, the purchaser in making payment therefor, after payment in cash of so much as shall be necessary to cover costs and expenses of the sale and of the proceedings incident thereto, and all other charges which may be decreed to be paid in cash, shall be entitled to appropriate and use for the payment of the remainder of the purchase price, the bonds or coupons secured hereby and participating in the proceeds of such sale. In such case, each bond or coupon so appropriated and used shall be reckoned at such sum as shall be payable thereon out of the net proceeds of sale, and proper receipts shall therefor be given by the holders of such bonds or coupons for the amount so payable thereon. If the net proceeds of such sale shall be sufficient to pay them in full, the bonds and coupons shall be delivered for cancellation to the person making sale under decree of Court; but if the proceeds of the sale shall not be sufficient to pay such bonds or coupons in full, then proper endorsement of the amount so paid shall be made thereon, and they shall be then returned to the holder.

Said Caney River Gas Company covenants and agrees that it will on demand at any time, execute and make such further acts, deeds and assurances in law, as may be necessary for effectuating the intention of these presents, or conveying any after acquired title to any of the property hereby mortgaged, or intended so to be, and will make any such deeds, conveyances and assurances as may be deemed necessary or advisable by the Trustee for fully vesting and confirming the title to said property in any new trustee or trustees all such rights powers and duties as are hereby vested in The Colonial Trust Company, Trustee.

Said Caney River Gas Company agrees, at all times upon the request of the trustee, to furnish it with a schedule showing with reasonable detail the items of the estate property and other things covered by the lien hereof, or intended so to be; and to permit said trustee, or its duly authorized agent or agents, to examine the books of accounts and vouchers of said Caney River Gas Company for the purpose of ascertaining its condition, and to verify the information which may be furnished to the trustee hereunder.

The several covenants and agreements of the Caney River Gas Company herein contained shall be binding on its successor, successors and assigns, and all the rights and privileges of said Caney River Gas Company shall inure to the benefit of its successor, successors or assigns.

The word trustee, when used in this instrument shall, for all purposes be taken, held and construed to mean, include and describe the person or persons or corporation who or which shall for the time being, and from time to time, be charged with the trusts hereby created and herein expressed.