

D. The Trustee shall be under no obligation or duty to take notice of any default on the part of the Gas Company, or to perform any act hereunder or to defend any suit in respect hereof unless reasonably indemnified.

Except as herein expressly otherwise provided the Trustee shall not be bound to recognize any person as a bond holder unless, nor until his bonds are submitted to the Trustee for inspection, if required and his title satisfied only established if-disputed.

E. All recitals, statements of fact and representations contained in this mortgage or in said bonds or any of them are to be taken as the recitals, statements and representations of the Gas Company and are not to be considered as made by the Trustee and the Trustee assumes no responsibility as to the correctness of the same nor as the Trustee to be understood as making any representations whatever as to whether or not this mortgage is a lien upon the property embraced therein nor as to the value and title of said property.

F. The Trustee does not certify, nor represent hereby nor is a part of its duty hereunder to ascertain that this mortgage is a first mortgage or any lien whatsoever upon the property described herein or mortgaged hereunder or that any of the recitals, statements of facts or representations contained herein or in any of the said bonds, or the coupons attached thereto are true all of which duties shall devolve solely upon the bondholders and be assumed by them alone.

It shall be no part of the duty of the Trustee to record or file, or oversee or attend to the recording or filing or the re-recording or refiling of this indenture of mortgage, and when the said bonds have been certified by the Trustee all of them shall at once be delivered to it by the Treasurer of the Gas Company without making for