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of the interest, or of the principal, of the bonds hereby secured, or of some part of such interest or principal, or in the due and punctual performance and observance of some covenant or condition hereof obligatory upon the Companies, or one of them, and until such default shall have been continued beyond the period of grace herein provided, if any, the Companies respectively, and their respective successors and assigns, shall be suffered and permitted to retain the actual possession of all the mortgaged property (except securities and cash deposited with the Trustee), and to manage, operate and use the same, and every part thereof, within the rights and privileges appertaining thereto, and to collect, receive, take, use and enjoy the tolls, earnings, income, rents, issues and profits, thereof.

COMPARED

SEC. 2. If, when the bonds hereby secured shall have been become due and payable (whether by lapse of time or by declaration or by exercise of the privilege of redemption or otherwise), the Companies, or either of them, shall well and truly pay or cause to be paid, the whole amount of the principal moneys and interest due upon all of the bonds and coupons for interest thereon hereby secured then outstanding, or shall provide for such payment by depositing with the Trustee hereunder for the payment of such bonds and coupons the entire amount when due thereon for principal and interest and shall also pay, or cause to be paid, all other sums payable hereunder by the Companies, and each of them, and shall well and truly keep and perform all the things herein required to be kept and performed by them, and each of them, according to the true intent and meaning of this Indenture, then, and in that case, the Trustee shall pay to the Companies all moneys and other property then held by it hereunder (other than moneys so deposited for the payment of said bonds and coupons), and all the property, rights, and interests hereby conveyed or pledged shall revert to the Companies, respectively, according to their respective interests, and the estate, right, title and interest of the Trustee shall thereupon cease, determine and become void; and the Trustee in such case upon demand of the Companies, and at their cost and expense, shall execute proper instruments acknowledging satisfaction of this Indenture and such deeds of release or conveyance as shall be necessary, proper or requisite to revert in the Companies respectively, according to their respective interests, the property then subject to this Indenture free and discharged from the lien thereof. The deposit of such moneys with the Trustee shall, as to the Companies, be deemed a payment of such bonds and shall discharge the liability of the Companies thereon, but the Trustee shall not be chargeable with interest on any such deposit.

ARTICLE X.

The Trustee, for itself and its successors, hereby accepts the trusts and assumes the duties herein created and imposed upon such Trustee, but only upon the following terms and conditions, to-wit:

(a) The Trustee shall be protected in any action taken by it upon any notice, resolution, vote, request, consent, certificate, affidavit, statement, bond, coupon or other paper or document believed by such Trustee to be genuine and to have been passed or signed by the proper parties.

(b) The Trustee may select and employ in and about the execution of this trust suitable agents and attorneys, whose reasonable compensation shall be paid by the Companies, or, in default of such payment, shall be a charge upon the mortgaged property, and the Proceeds thereof, paramount to said bonds, and the Trustee shall not be answerable for the default or misconduct of any agent or attorney selected by the Trustee in pursuance hereof.