

475

be filed for record in the same office or offices in which this Indenture shall have been recorded.

SECTION 10. Each and every estate, right, title, interest, lien, claim, demand and cause of action, expressed or intended by this Indenture to be vested in or conveyed to the Trustee, shall (whether or not the same shall be lawfully conveyed to or vested in Guaranty Trust Company of New York and its successors in trust hereunder), in any event hereby vest in and be conveyed to Charles H. Platner and his successors in trust hereunder, and each and every covenant or obligation expressed or intended by this Indenture to run in favor of, and each and every right, power, remedy and duty expressed or intended by this Indenture to be conferred upon, or enforced by, the Trustee, shall (whether or not the same shall lawfully run in favor of, or be conferred upon or be enforceable by, Guaranty Trust Company of New York and its successors in trust hereunder) in any event run in favor of, be conferred upon, and be enforceable by, Charles H. Platner and his successors in trust hereunder, with like effect in each and every such case as though this Indenture were originally entered into between the Companies and the said Charles H. Platner as sole Trustee.

SECTION 11. The Co-Trustee may, as to the execution of releases or as to any other action hereunder, whether discretionary or otherwise, act by attorney in fact.

ARTICLE NINE  
COMPANIES TO REMAIN IN POSSESSION.

SECTION 1. Unless default shall have been made in the due and punctual payment of the principal or interest of the notes hereby secured, or of some part thereof, or in the due and punctual performance and observance of some covenant, condition or agreement hereof obligatory upon the Companies or any of them, and unless such default shall have continued beyond the period of grace, if any, hereinbefore provided in respect thereof, the Companies and each of them shall be suffered and permitted to retain actual possession and control of all the mortgaged property, except the securities delivered to the Trustee hereunder, and to manage, operate and use the same and every part thereof, with the rights and franchises appertaining thereto, and to collect, receive, take use and enjoy the tolls, earnings, income, rents, issues and profits of the mortgaged and pledged property.

SECTION 2. When all of the notes hereby secured shall have been paid or redeemed or the Companies, or any of them, shall have provided for such payment or redemption by depositing in cash with the Trustee, the entire amount necessary for such payment or redemption, and shall also have paid, or caused to be paid, all sums accrued and payable hereunder by the Companies, or any of them, then and in that case, all the mortgaged and pledged property shall revert to the Companies, respectively, and the estate, rights, title and interest of the Trustees in respect thereof shall thereupon cease, determine and become void; and the Trustees in such case, upon the cancellation of all notes for the payment of which cash shall not have been deposited in accordance with the provisions of this Indenture, shall, upon request of the Companies and at their cost and expense, execute and deliver to the Companies or on their order proper instruments acknowledging satisfaction of this Indenture and the Trustee shall surrender to the respective Companies or on their order all cash and deposited securities of said respective Companies which shall then be held hereunder as a part of the mortgaged and pledged property. Cash deposited for the payment of notes under the provisions of this Indenture, shall be held by the Trustee, as a special trust fund for the account of the holder or holders of said notes and be applied to the payment of such notes upon presentation and surrender thereof. After the deposit of such cash as aforesaid said notes shall not be entitled to any benefits of this Indenture.