

redemption date, said bonds shall be paid by the Trustee at the redemption price aforesaid.

SECTION 3. Until the designation by lot of bonds for redemption as aforesaid, all moneys in the sinking fund shall be held by the Trustee as security for all the bonds outstanding under this Indenture; but from and after such designation all such moneys, to the extent required for the purpose, shall be held for the payment of the bonds so designated for redemption.

SECTION 4. All bonds purchased or redeemed by the application of moneys in the sinking fund shall, with the appurtenant coupons, be cancelled and shall be delivered to the Marquette Company on its written request, and no bonds shall be issued in place thereof.

#### ARTICLE SIX.

SECTION 1. <sup>COMPARED</sup> Until some continuing default shall have been made in the due and punctual payment of the interest, or 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 either of them and until such default shall have continued beyond the period of grace, if any, herein provided in respect thereof, the Companies, their successors and assigns, shall be suffered and permitted to retain actual possession of all the property that may be conveyed and mortgaged to the Trustee but not of certificates of stock and other property delivered or to be delivered or paid to the Trustee, and to manage, operate and use, or cause to be managed, operated and used, 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 thereof.

SECTION 2. Unless and until there is default on the part of the Companies, the Companies shall have, and hereby are given the right to receive, from the various pipe lines or other agencies taking or buying oil, gas, gasoline or other products from the mortgaged premises or any part thereof, payment for the oil, gas, gasoline or other products so run and sold, and the said pipe lines or other products so run and sold, and the said pipe lines or other purchasing agencies shall make payment to the Companies for the oil, gas, gasoline or other products so run and sold until such time as they, respectively, shall have been notified in writing by the Trustee of default of the Companies hereunder, and upon receipt of such notification the pipe line companies and agencies, respectively, shall make payment to the Trustee for all oil, gas, gasoline or other products run and sold and unpaid for at the time of said notification, and for all oil, gas, gasoline or other products run and sold after the date of the receipt of said notification.

SECTION 3. Unless and until the Companies shall make default as set forth in Section 1 of Article Eight hereof, the Companies shall have and hereby are given the right to receive and collect the accounts and bills receivable now or hereafter owing to them and to sell and dispose of material, supplies and other personal property (except shares of stock in other companies) now or hereafter owned by them, and cash which they now have or hereafter may have.

SECTION 4. The Companies shall maintain, preserve and keep or cause to be maintained, preserved and kept, the mortgaged property and premises and every part thereof, in thorough repair, working order and condition, and will, from time to time, make or cause to be made, all needful and proper repairs, replacements, and improvements, so that the efficiency of the mortgaged property and every part thereof shall at all times be maintained.

SECTION 5. If at any time any of the property subject to this Indenture including shares of stock pledged hereunder cannot be advantageously used in the proper and judicious operation of the business of the Companies or if the sale or disposition thereof has become necessary or advisable for any cause, the same or any interest therein, may be sold or ex-