

singular the lands, Premises, Property, railroad, equipment, and appurtenances, leaseholds, rights interests, and effects hereby conveyed in trust, or agreed or purporting or intended so to be, whether now owned or possessed by or vested in the said railroad or subsequently to be acquired by or vested in it, or which it claims to own and be possessed of, and all other Property and things whatsoever which may be hereafter acquired, in aid of or by way of substitute for, or for use for the purposes of the same or any part thereof, and all franchises and claims to franchises now held, or hereafter acquired, relating thereto, as by the trustee or bondholders, or by counsel learned in the law, shall be reasonably desired, devised advised, or required; and the railroad company shall and will furnish to the said trustee from time to time, but not oftener than once in each year, upon its reasonable request in writing, a full and true inventory of all the movable Property appertaining to the said railway and the operation thereof, which is transferred or agreed or intended to be transferred by this indenture, and also copies of the annual reports, and of all laws affecting the company, and judicial decisions affecting its railway and franchises; but no default or neglect to demand or to furnish such inventory shall impair the operation of this indenture upon any or all of the Property to be transferred, or intended so to be; and also to make and execute under its corporate seal, acknowledge and deliver all such further deeds, conveyances, and assurances, in the law, for the better vesting in and assuring to said trustee the railroad, Property, and Premises, rights, Powers, Privileges, and franchises hereby mortgaged.

Fifth. In case default shall be made by the railroad company in the Payment of any interest on any of the bonds which may at any time have been issued and be outstanding and secured by these Presents according to the tenor and effect of such bonds and the coupons thereto annexed, and if such default in the Payment of such interest shall continue for the period of three months; or in case default shall be made by the railroad company in the Payment of the Principal of any of such bonds when and as the same, according to the terms thereof, shall mature or shall otherwise become payable; or in case default shall be made by the railroad company in the Payment of any tax, assessment, or other governmental charge lawfully levied and imposed upon the said railway Property, lands, leases, and Premises, or any part thereof, and such default shall continue for the period of three months after such tax assessment, or other governmental charge shall have become due and payable; or in case default be made by the railroad company in the observance and performance of any of its covenants, promises, and agreements herein contained, and either of such last-mentioned defaults continue for the period of three months after notice in writing from the trustee of the same, then and in each and every such case of default continued as aforesaid, it shall be lawful for said trustee, personally or by its agent or agents, attorney or attorneys, to enter into and upon all and singular the railway Property and Premises, lands, leaseholds, rights, interests and franchises, hereby conveyed or intended so to be, and each and every part thereof, and to exclude the railroad company, its agents and servants, wholly therefrom, and having and holding the same, to use and operate, manage, and control said railway, regulate the tolls for the transportation of passengers and freight thereon, and conduct the business thereof, either personally or by its superintendents, managers, receivers, agents, and servants, or attorneys, to the best advantage of the interests as well of the public as of the holders of bonds secured hereby in accordance with law and any statute relating to said railway or any part thereof, or to the operation thereof; and upon such entry it shall be lawful for the said trustee from time to time to insure or keep insured, at the expense of the trust estate, the rolling stock, tools, and machinery, and other Property, buildings, bridges, and structures erected or provided for use in connection with said railway, and