

No purchase of any coupon or of any of said bonds, and no loan or advancement upon or redemption of the same, by or on behalf of the said Traction Company, shall, directly or indirectly, operate to keep said bond or coupon alive or in force as a lien upon the property herein conveyed as against the holders of the bonds secured hereby and of the coupons thereto annexed; and the said Traction Company agrees to cancel the said coupons as they mature and are paid. The Traction Company further agrees that it will at all times hereafter pay and discharge all taxes and assessments which are or may be hereafter legally assessed or imposed upon or against the property hereby conveyed promptly at such time or times as such taxes or assessments may become due and payable, and will not suffer any lien or liens superior to the liens herein and hereby created to attach to any part of said property, and will not suffer or permit any waste thereof, Should said Traction Company fail to pay any such tax or assessment or other charge or suffer any lien to attach to said property, the Trustee may pay and discharge the same.

ARTICLE SECOND Upon the execution and recording of this Indenture, the Traction Company shall execute and deliver to the Trustee all of the bonds herein provided for and hereby secured, amounting at par to Thirty five Thousand Dollars, and all coupons belonging to the same; and the Trustee shall thereupon certify and return to the Company all of said bonds with all coupons thereto belonging without any other formality, record, requisition, proof or requirement than the receipt therefor of the Secretary or other authorized officer of the Company which shall be full acquittance and authority to the Trustee for such certification and delivery.

ARTICLE THIRD In case default shall be made in the payment of any installment of interest or any of the bonds secured hereby and shall continue for the period of thirty days after payment of such interest shall have been duly demanded by the persons entitled thereto then and thereupon in such event, the principal of all the bonds secured by this Indenture shall at the election of the Trustee, become immediately due and payable; provided that a majority in interest of the holders of all of said bonds issued hereunder and then outstanding may by instrument or by concurrent instruments in writing at any time after such default, declare and instruct the Trustee to declare that, upon the expiration of said period after such default and demand as to interest, the said principal shall become immediately due and payable; or such majority may, in like manner, at any time after such default, waive ^{to waive the right to declare, or may direct the Trustee} or instruct the Trustee to refrain from making such election and declaration on such terms and conditions as such majority shall deem proper, and such majority may annul or reverse the previous election made or action taken by the Trustee in this behalf, in which event said principal sum shall forthwith cease to be immediately due and payable; provided, always, that no such action of the Trustee or bondholders shall extend to or be taken to effect any default in the payment of subsequent installments of interest on any of said bonds, or to impair the rights resulting ^{hereunder} from such subsequent default.

ARTICLE FOURTH In case default shall be made in the payment of any interest on any of the bonds secured hereby and shall continue for the period of thirty days after payment of such interest shall have been duly demanded by the persons entitled thereto, or in case default shall be made in the payment of the principal of any of the said bonds when the same shall become or be declared due and payable, as in this instrument provided, then, and in either such case, the Trustee may, and upon the written request of a majority in interest of the holders of all said bonds issued hereunder and the Outstanding, shall enter upon and take possession of the railways, motors, machinery, electrical appliances, estates, real and personal, and the premises hereby mortgaged or agreed or intended so to be, and operate, use and manage and control the said railways, motors, machinery, electrical appliances, es-