

conveyance, the said party of the first part, its successors and assigns, shall and will as often as may be lawfully required by the said party of the second part, or its successors, holding the above granted trust, do such acts and make such other and further conveyances and assurances in the law as said party of the second part shall by counsel learned in the law be advised are necessary for the better carrying out the objects of this mortgage or deed of trust.

Fifth: That if the said party of the first part, its successors and assigns, shall well and truly pay to the holders of said bonds so to be issued and hereby secured, the respective sums of money and interest due and accruing on said bonds on the days and times mentioned therein, and according to the tenor and effect of said bonds, then and thereafter this indenture and all the estate hereby granted shall become and be utterly void and have no further effect; and the same shall become by said payment wholly null and satisfied without any further receipt or entry of satisfaction of record whatever, but shall be, if required, entered and certified on any record of the same as so satisfied by the said party of the second part, or its successors.

Sixth: That until default shall have been made by the said party of the first part in the payment of principal and interest of the said bonds, or any of them, or until default shall have been made in respect to something herein required to be done by the said party of the first part, the said party of the first part shall be permitted to have and retain the exclusive control, possession and enjoyment of the premises hereby conveyed, in the same manner and with the same effect as if this indenture had not been made.

Seventh: In case default shall be made in the payment of interest on any of the aforesaid bonds so to be issued according to the tenor of the coupons thereto annexed or of the provisions hereof; or in case default shall be made in the payment of principal of said bonds, or any of them, when the same shall become due, without the consent of the holder of such bond on which such default shall occur, the said party of the first part hereby covenants and agrees to and with the said party of the second part, and its successor or successors, that within six months after said default shall have occurred, the same default still continuing, said party of the first part on demand by the said Trustee for the time being, shall and will surrender to such Trustee, or to his or their agent the actual possession of the herein granted and demised water, gas and electric light works; together with all books, papers, records, accounts and money of said Company, and all management and control thereof, and of all expenses of conducting, holding, managing and operating, if possession be so taken, shall be paid from the income and profits thereof; and if the said property shall, after taking such possession thereof, be sold, then from the proceeds thereof; or such expenses may be paid from the sale of any personal property as the Trustee may deem proper; and