

connected with the business conducted by it, against loss by fire to an amount at least equal to two-thirds the fair value of such buildings, fixed plant, machinery, chattels, merchandise and other assets and appurtenances, so that the insurance money shall, in case of loss, be payable to the Illinois Trustee, the latter may effect or make good any deficiency in such insurance for the benefit of the holders of the bonds secured hereby and then outstanding. In any such event the Company, and its successors and assigns, shall be jointly and severally bound to pay to the Illinois Trustee, and the said mortgaged property shall be charged with, and the Trustee shall have a lien thereon for the repayment to it as a part of the debt thereby secured of all sums so expended in paying or discharging any taxes, water rates, assessments, governmental or other charges, or in effecting such insurance, together with all expenses connected therewith, and together also with interest on all such sums, at the rate of six per cent. per annum, and a reasonable compensation therefor to the Trustee; provided, nevertheless, that any payment made by the Trustee as in this clause provided shall not be deemed to be in waiver or satisfaction of the failure or default of the Company, its successors or assigns, but that every such default or failure shall be deemed to continue until the Company, its successors or assigns, shall have repaid to the Trustee the amounts aforesaid.

Article X.

Until this deed shall become enforceable and be enforced as aforesaid, it shall not operate or be held to prohibit the Company from being and remaining in possession of the said mortgaged property, and from selling or conveying or otherwise disposing of, with the consent of the Trustee, any part of such property which at any time cannot be advantageously employed in the proper and judicious use, operation and management of the business of manufacturing and selling straw paper and other kinds of paper, or of such other business as the Company may conduct, free from the incumbrances and trusts hereof. And the Trustee shall, if so requested by the Company, have power to release or otherwise discharge from the operation of these presents any portion of the said property so conveyed or otherwise disposed of as aforesaid; provided, however (but not so as to impose any obligation hereby on the purchaser or purchasers, to whom any such property is conveyed or otherwise disposed of), that the proceeds of any such sale, conveyance or other disposition of any portion of the mortgaged property shall be applied to the improvement of the remaining part of the said premises, or to the purchase of other property, which shall thereafter be subject to the lien of these presents, and that, in the latter case, such other property shall be conveyed to the Trustee to be so held; and provided that, in case of the sale of any said mortgaged property as aforesaid, the proceeds thereof shall be deposited with and shall be held by the Trustee, or with and by their successors in the trust, or as they shall direct, as a further security hereunder, until the same shall be so applied in the purchase of other