

which consent besides giving the names of the holders of the said bonds shall state their serial numbers and their denomination, and thereupon the said trustee, upon payment to it of the consideration agreed upon for the sale and disposition of the said water works plant its appurtenant property and franchises, shall release the same by instrument in writing or conveyance from the effect and operation of this mortgage, and such sale, disposition and release shall be effective upon all the holders of the said bonds, issued, certified and outstanding hereunder, whether the same have deposited their bonds and have joined in the approval of the said sale or not, and the said proceeds less the reasonable costs, disbursements and expenses, shall be distributed by the said trustee pro rata and without preference among the holders of the said bonds, not, however, exceeding the principal and interest accrued thereon, and the amount of such distribution and payment shall be endorsed upon each of the said bonds respectively, and thereupon the trustee shall upon its books register said bonds in the holder's name, and such registry shall be noted on the bond and the coupons cancelled, and thereafter said bonds shall only bear interest at the rate prescribed thereon upon the principal sum remaining unpaid. Any surplus remaining over and above the principal and accrued interest upon all of the bonds issued, certified and outstanding, shall be paid over to the said party of the first part or the trustee of any subsequent conveyance and properly entitled thereto.

Upon payment of principal and interest of all bonds, this mortgage shall be void and the property revert to the Water Co. without acknowledgment of satisfaction.

Upon the payment of the principal and interest of all the bonds hereby secured, the estate hereby granted to the party of the second part shall be void, and the right to all the real and personal property hereby granted and conveyed shall revert to and re-vest in the party of the first part, its successors or assigns, in law and in equity, without any acknowledgment of satisfaction, reconveyance, surrender, re-entry or other act.

The words "Trustee" constructed

Article Twelfth. The words "Trustee", "said trustee", and "party of the second part", as used in this instrument shall be construed to mean the trustee or trustees, for the time of this deed of trust, and whenever a vacancy shall exist, or any change of trustees shall be made, to mean the surviving or continuing or successor trustee. And any surviving, continuing or successor trustee herein shall be possessed of and be fully competent to exercise all the powers and duties granted and conferred by these presents to the said Trustee named in this instrument as the party of the second part.

Application of proceeds of bonds and real estate due of the trustee

Article Thirteenth. It shall be no part of the duty of the Trustee to see to the applications of the bonds or the proceeds of the sale or other disposition of the bonds secured by this indenture, nor of the proceeds of the sale of real estate or other property as herein provided, nor shall it be any part of its duty to file or record this indenture as a mortgage or conveyance of real estate, or as a chattel mortgage or conveyance of personal