

vided, for the said trustee, the said party of the second part, or its successor or successors in this trust by itself, its attorneys or agents, to enter in and upon and take possession of all and singular the water works plant, premises and property, rights and interests hereby conveyed and mortgaged or intended so to be, and each and every part thereof, and to exclude the said party of the first part and its agents wholly therefrom, and to hold and use the same, and to control, manage and operate by its superintendents, managers, receivers, agents, servants, employes and attorneys, the said water works plant, premises, property, rights and interests, and to manage and conduct the business thereof, and to make from time to time, at the expense of the trust estate, all repairs and replacements, and all such useful alterations, additions and improvements thereto, as well in respect to the machinery and pipe-line as to the said water works plant and appurtenances, and to do all other matters and things which shall promote the interests of the parties hereto as may seem to it, the said trustee, judicious and proper, and to collect and receive all tolls, incomes, rents, issues and profits of the same and every part thereof, and after deducting the expenses of operating and maintaining said water works plant, and of conducting its business, and paying for all repairs, replacements, alterations, additions and improvements as aforesaid, and all taxes, assessments, insurance premiums, and other proper charges upon said property and premises, or any part thereof, as well as a just and reasonable compensation for its own services and the services of all agents, clerks, servants and other employes, properly engaged or employed, including reasonable attorneys' and solicitors' fees, then to apply the moneys arising as aforesaid to the payment of the interest in arrear or which shall become due on the outstanding bonds secured hereby, in the order in which such interest shall become due, ratably to the persons holding the bonds, and after paying all such interest which shall have become due, to apply the balance to the payment of the principal of the aforesaid bonds which may, at that time, be due and unpaid ratably without discrimination or preference.

And further provided that whenever the said party of the first part, at any time hereafter before the full payment of said bonds, shall deem it proper and expedient for the better security of the said bonds to voluntarily surrender to the said trustee, the party of the second part, or its successor or successors in this trust, the possession, control and management of the said water works plant, premises and property, and the business thereof, for any term of years certain or indefinite, although there may not have occurred such default as to entitle the said party of the second part to enter into the possession of the whole or any part of the water works plant, machinery, pipe-line, premises, property and rights hereby mort-