

Provided also, that neither the said trustee nor the holder of any of the bonds or coupons aforesaid, shall sell the properties and rights hereby conveyed, or any part thereof, or institute any action for foreclosure hereof, or for the appointment of a receiver, or for the collection of any of the money evidenced by said bonds and coupons, otherwise than upon the terms and in the manner herein provided.

#### Article 4.

If at any time said Ice Company shall for any purpose desire to sell any of the property hereby conveyed, it may upon the assent in writing of the trustee and his approval of the price at which it is to be sold, and payment to the trustee of the purchase price, sell and convey such property, and the trustee, upon receipt by him for the purchase price, shall release said property so sold from the lien of this mortgage, and the money so received by the trustee shall be paid out by him, or under his direction, in the purchase, improvement, and equipment of other property which may be purchased by the Ice Company in lieu of the property so sold, provided that no property shall be so purchased or improved with said money except upon the approval in writing of the trustee, and such property so purchased shall immediately become without any other act or conveyance on the part of the Ice Company subject to the operation and lien on this mortgage, and so much of such money so received shall not in a reasonable time be so invested shall be used by the trustee in the purchase or redemption of the bonds and coupons then outstanding, which bonds so purchased and redeemed, shall be cancelled by the trustee and surrendered to the Ice Company.

#### Article 5.

Subject to the security hereby created for the due payment of said bonds and coupons, and for the performance of all other conditions and obligations imposed upon the Ice Company and its successors, by this deed or by said bonds, said trustee shall stand possessed of the properties and rights hereby conveyed, in trust for the Ice Company its successors and assigns, and upon the payment of all moneys hereby secured and the due performance of all conditions and obligations aforesaid, the trustee shall reconvey said properties and rights to said Ice Company, its successors and assigns, as it or they shall direct.