the Trustee, to sell or otherwise dispose of with like effect, any real estate or any other personal property covered by this Mortgage, not needed for the proper conduct of the Railway Company's business, except railroads and rights and franchises under ordinances or otherwise; and the Railway Company being in possession of the property under this Mortgage shall also have the right, with the written consent of the trustee and of the holders of a majority in interest of the bonds hereby secured then outstanding, to sell or otherwise dispose of, with like effect, any part of said railroads which the Board of Directors of the Railway Company shall determine to be unnecessary for the proper conduct of the Railway Company's business. The Trustee shall, upon written request of the Railway Company, join in the conveyance and transfer of any real estate or other property sold or otherwise disposed of as hereinbefore provided. In joining in any such sale or conveyance, the Trustee may rely upon the certificate of the President and Treasurer of the Railway Company that the real estate or other property to be sold or otherwise disposed of, is not required for use in connection with said railroads. The Trustee may also rely upon the certificate of the President and Treasurer of the railway Company as to the amount of proceeds realized from sales of real estate or other property and as to their application to the replacement of the property sold or otherwise and as to the property acquired with any proceeds of such sales. All proceeds of real estate or other property sold or disposed of as aforesaid, shall forthwith be applied by the Railway Company to the replacement of the property so sold, or otherwise for the benefit of the mortgaged property, and until so applied, shall be deposited with the Trustee. Any property acquired by the proceeds of any sale of property covered by this Mortgage or substituted therefor, or purchased or otherwise acquired with bonds authorized by this Mortgage, or the proceeds thereof, shall be subject to the lien and provisions of this Mortgage, and shall be conveyed by the Railway Company to the Trustee, to be held upon the trusts hereby created. Sixth. The Railway Company shall, subject to the provisions aforesaid, properly maintain and operate all the railroads owned or controlled by it, and all other property at any time covered by this mortgage, and preserve the franchises, rights and privileges relating thereto, repairing, renewing and replacing the Mortgaged property as may be necessary, and shall keep said railroads supplied with sufficient equipment and motive power. The Railway Company shall keep all wooden bridges and trestles, and all buildings and furniture, cars and other equipment, machinery, tools and implements, at any time covered by this mortgage, properly insured against loss or damage by fire. The moneys collected on any policy of insurance shall be promptly applied by the Railway Company to the replacement or reconstruction of the destroyed or damaged property, or otherwise for the benefit of the Mortgaged property. Seventh. The Railway Company pay or cause to be paid, when the same shall become due and payable,