being of the premises hereby mortgaged and conveyed. Article Eleven. Any request in writing or other instrument required by this indenture to be signed and executed by bondholders may be in any number of concurrent instruments of similar tenor and date, and may be signed or executed by such bondholders in person or by attorney in fact. Proof of the execution of any such request or other instrument, and of the holding by any person of any of said bonds shall (unless herein expressly otherwise provided) be sufficient for any purpose of this indenture, if made in the following manner: The fact and date of the execution by any person of any such request or other instrument may be proved by the certificate of any notary public, or other officer authorized to take acknowledgments of deeds to be recorded in New York, that the person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution. The amounts and issue numbers of coupon bonds transferable by delivery, held by any person executing any such request or other instrument as the holder of bonds, and the date of his holding the same, may be proved by a certificate in writing executed by any trust company, bank, bankers or other depositary (wherever situated), whose certificate shall be deemed by the Trustee to be satisfactory, showing that such person had on deposit with such depositary the bonds described in such certificate at the date therein mentioned. The holding of registered coupon bonds or registered bonds without coupons shall be proved by the registers of such bonds as provided in Article Two hereof. Such proof shall be conclusive in favor of the Trustee with regard to any action taken by it under such request or other instrument. Article Twelve. Until default shall be made in the due and punctual payment of some principal or some interest of the bonds hereby secured as and when the same shall be due and payable; or until default shall be made in the performance or observance by the Railway Company of some covenant or condition of this indenture, and such default shall have continued for the period of ninety days after the Trustee shall have made written demand upon the Railway Company for the performance or observance of such covenant or condition, or until a receiver shall have been appointed on account of any default under this indenture, or until the Railway Company voluntarily shall have surrendered possession to the Trustee or to a Receiver as hereby permitted — the Railway Company, its successors or assigns shall be suffered and permitted to retain actual possession of all and every the premises hereby mortgaged (other than bonds and certificates of stock and other securities) and to exercise the rights and franchises appertaining thereto, and to receive the earnings, income, rents, issues and profits thereof, and to manage, operate, collect, receive, use and enjoy the same.