

of any legal or equitable remedy by judicial proceedings consistent with the provisions of this instrument according to the true intent and meaning thereof.

Third. Until continuous default shall be made, as set forth in article second, and until such demand or request to and upon the trustee to proceed to enforce the lien hereof shall have been made by the holder of a majority in amount of the bonds secured hereunder and outstanding, and so long as the Gas Company, its successors and assigns shall well and truly perform the undertakings and covenants herein and in said bonds and coupons contained by it to be performed, the said Gas Company shall remain in full possession, enjoyment and control of all the property, real ^{and} personal, franchises, rights, contracts, privileges, and immunities herein mentioned or described and hereby conveyed, including the rents, issues, profits, revenues, and income thereof, with the right at all times, as the proper management of the business of the Gas Company may require, to alter, change, add to, repair, remove and replace the said buildings, machinery, apparatus, tanks, mains, service pipes, meters, erections, structures, fixtures, engines and tools; provided that the security of the said bonds shall not in any wise be reduced or impaired. And until such event, or events, the trustee shall not be required to take any proceeding, or do any act, or give any notice hereunder.

Fourth. The Gas Company shall have the further right at all times and from time to time to sell and convey any and all of its real estate, buildings and fixtures free from the lien of these presents, which shall no longer be either useful or necessary in the proper and judicious management of the business and interest of the Gas Company; provided, however, that no such sale or conveyances shall be made without the assent in writing of the said trustee, which is hereby expressly authorized to release under its seal from the operation and effect of this mortgage any such property so sold or exchanged for other property in good faith, and the sole and conclusive evidence to the Trust Company of its duty to execute such release shall be a certified copy of the resolution of the board of directors of the Gas Company, requesting it so to do and setting forth the facts and circumstances, and provided, further, that all property taken