as to the payment of any taxes or assessments that may be imposed upon the property real or personal that may be affected by this mortgage, or to require the payment of such taxes, or assessments, and the trustee may at its discretion at the expense of the Gas Company do any or all of the matters and things in this article set forth or require the same to be done.

Fourteenth. The said Fidelity Trust Company, trustee, party of the second part, hereby accepts the trusts and assumes the duties herein created and imposed upon and only upon the following terms and conditions, to-wit:

(1) The recitals of fact herein contained and contained in the bonds secured shall be taken as statements by the Gas Company, and shall not be construed as made by the trustee.

(2) The trustee may select and employ in and about said trusts and duties suitable agents and attorneys, whose reasonable compensation shall be paid by the Gas Company, or in default of such payment shall be a charge upon the hereby mortgaged property and proceeds paramount to said bonds and the said trustee shall not be liable for any neglect, omission, or wrong-doing of any such agents or attorneys if reasonable care has been taken in their selection, nor shall it be otherwise answerable save for its own wilful negligence or defaults.

(3) The trustee shall have a lien upon the mortgaged premises and fund for its reasonable expenses, counsel fees, and compensation incurred in the performance of the said trusts, powers and duties.

(4) The trustee shall be under no obligation to do or perform any act herein, or defend any suit in respect hereof, unless satisfactorily indemnified. Nor shall the trustee be bound to recognize any person as a bond holder, until his bonds are submitted to the Trust Company for inspection, if required, and his title satisfactorily established if disputed.

(5) The exclusive right of action herein shall be vested in the trustee until the refusal of the trustee so to act, and no bond holder shall have a right to enforce these presents until after demand upon the trustee accompanied by a tender of satisfactory indemnity, as aforesaid,