or extensions is or will be at least equal to the amount of such proceeds so to be used therefor, so that the security of this mortgage shall not thereby be diminished; or else

(b) Shall be applied by the Trustee towards the purchase from time to time, and at such prices as the Trustee shall deem proper, and as shall be approved by the Pipe Line Company, of one or more of the bonds hereby secured, and all bonds so purchased and the coupons thereto appertaining shall be immediately cancelled and shall cease to be entitled to the benefit of the security hereby provided; or else

(c) If the property so sold or exchanged is at the time subject to any prior mortgage, the proceeds of such sale or exchange shall be applied as required by such prior mortgage to the extent of any such requirement, and the balance of such proceeds, if any shall be applied as provided in (a) and (b) hereof.

It shall be no part of the duty of the Trustee to see to the application by the Pipe Line Company of the proceeds of any property released by the Trustee as herein provided.

Article III.

The Pipe Line Company, its successors and assigns, shall and will, upon demand in writing of the Trustee, at any time make, execute acknowledge, and deliver all such further acts, deeds, and assurances in the law as may be reasonably advised or required of them, or either of them for effectuating the intention of these presents, and for the better assuring and confirming unto the Trustee, its successors and assigns, upon the trusts and for the purposes herein expressed, all and singular the property, appurtenances, rights and franchises hereby mortgaged, whether now owned or possessed or hereafter acquired by the Pipe Line Company, its successors or assigns.

Article IV.

The Pipe Line Company shall pay the principal