

Delivery of  
bonds.

issued in addition to the interest on all the bonds then outstanding. And the trustee shall deliver the bonds upon being so certified as aforesaid to the treasurer of the mortgagor or to his written order, and the trustee shall not certify upon or deliver any bonds when the mortgagor ~~XXXXXXXXXXXXXXXXXXXX~~ shall be in default in respect of any covenant or agreement herein contained, but the trustee may assume that the mortgagor is not in default unless it has received express notice to the contrary. And no holder of any of the bonds bearing the certificate of the trustee as herein provided shall be bound to ascertain whether the same shall have been duly issued under the provisions hereof.

Further covenants of  
the mortgagor  
- Title

9. The mortgagor further covenants with the trustee that the mortgagor is lawfully seized and possessed of the mortgaged premises in fee simple and absolute except as herein otherwise stated; that the said premises are free and clear of all encumbrance except as specified herein; that the mortgagor has good right and lawful authority to sell and convey the said premises; that the mortgagor will warrant and defend except as otherwise expressly stated the said premises to the trustee its successors and assigns for the benefit of the holders for the time being of the bonds against the lawful claims and demands of all persons whomsoever; and that the mortgagor has good right and lawful authority to operate and maintain its railways over the routes set out in the second schedule hereto and its electric lighting and power plant and system. And that the mortgagor will at all times during the continuance of this security insure and keep insured such parts of the said premises as are of an insurable nature for such sums and in such manner as shall reasonably protect the same against loss or damage by fire for the benefit of and payable in case of loss or damage to the trustee and so that all sums of money received by the trustee by virtue of any such policies of insurance shall be applicable to making good the loss and damage. And Such moneys shall be received, paid out or held by the trustees in the same manner and upon the same trusts as hereinbefore provided in the case of Purchase-Moneys received by the trustees from the sales of parts of the said premises by the mortgagor. And that the mortgagor will deliver to the trustee all policies for such insurance whenever requested after any default or failure of the mortgagor in any of its covenants or agreements herein contained. And that the mortgagor will punctually pay all

Taxes, charges, assessments and  
liens.

taxes, charges, assessments and liens already or to be at any time levied, laid, assessed or created upon the said premises or any part thereof or upon the interest of the trustee in the said premises or in the bonds, and that this mortgage and the bonds secured hereby shall at all times during the continuance hereof be a first charge and lien upon the said premises, except as otherwise stated herein, and whenever called upon by the trustee will furnish the trustee satisfactory certificate showing the payment of such taxes, charges, assessments and liens. And that the Mortgagor will maintain, preserve and keep all and singular the mortgaged premises substantially in such repair as the same are now in or may hereafter be put in. And will at all times maintain, preserve and keep its tracks, railways, shops, buildings, and car barns and rolling stock with the apparatus, fixtures and appurtenances in like repair and

Maintenance  
and repair