- 7. AUTHORITY OF TRUSTEE TO MAKE CERTAIN PAYMENTS. If the company shall fail to pay any faxes, assessments or charges which may be imposed upon the said premises, or shall suffer any lien or incumbrance to accrue or be created thereon, or shall suffer any other act or thing whereby the security hereof may be diminished or impaired, or shall fail to keep the premises in good condition and repair, or shall fail to keep the said premises insured, or to deposit the policies with the trustee, all as hereinbefore provided, the trustee may without notice pay and satisfy such taxes, assessments, charges, and liens, effect such insurance, effect such repairs, and pay any other sum or sums of money necessary for the preservation and protection of the security and lien thereof, and the sum or sums of money so paid for any such purpose, with interest thereon from the time of payment at the rate of 6% per cent. per annum shall be deemed a part of the debt secured hereby, and the same shall be immediately due and payable and collectible with and in the same manner as the principal debt hereby secured.
- 8. MORTGAGOR TO HAVE POSSESSION UNTIL DEFAULT. Until default shall be made in the payment of the bonds hereby secured or any of them, or the interest thereon, at the times and in the manner therein provided, or in the observance or performance of any of the covenants, agreements, and conditions hereof to be observed and performed by the company, the trustee shall permit and suffer the company, its successors and assigns, to possess, operate, and enjoy the premises and property hereby mortgaged, and to receive and use the income, rents, issues, and profits thereof.
- 9. POWER OF TRUSTEE TO RELEASE FROM MORTGAGE. If the company shall at any time during the continuance of this security be desirous of selling, disposing of, or dealing otherwise then in the usual course of business with any part of the mortgaged premises, the trustee may, if satisfied that the bondholders' security will not thereby be prejudiced, assent to such sale, disposition, or other dealing, and may when necessary, release the property or assets in question from the trusts hereof, on such terms in case of a release as to the company bringing in money or other property to replace that released as the trustee may see fit to require.
- 10. PERSONALTY TO BE DEEMED REALTY. The personal property hereinbefore described and constituting part of the mortgaged premises shall for the purposes hereof be deemed to be fixtures and part of and appurtenant to the real estate hereby mortgaged (and in the event of any sale under the power of sale herein contained the whole mortgaged premises shall be sold together).
- 11. TRUSTER TO ENFORCE RIGHTS OF ECODHOLDERS ON RECUEST --WHEN MC REQUEST. If default shall be made in the payment of any interest on the said bonds hereby secured as and when the same shall become due and payable, or in the observance or performance of any of the covenants, agreements, or conditions in the said bonds or herein on the part of the company contained (and such default shall continue for 3 months), or if any default shall be made in the payment of the principal of any of the said bonds as and when the same shall become due and nayable, then and in fither or any such event the bolders of (one-third) in amount of the said bonds then outstanding may be an instrument or instruments in writing signed by them and addressed and delivered to the trustee declare the principal of all the said bonds due and payable, and may also request the trustee to proceed forthwith to enforce the payment of the principal and interest of all the said bonds and of all other sums hereby secured; and upon such declaration being made the principal of all the said bonds then outstanding shall forth with become due and payable, anything therein or herein to the contrary notwithstanding, and the trustee shall (upon receiving proper indemnity) proceed forthwith to