

Section 4. In no event shall any purchaser or purchasers of any property sold or disposed of under any provision of this Article be required to see to the application of the purchase money.

Section 5. In case the mortgaged premises shall be in the possession of a receiver lawfully appointed, the powers in by this Article conferred upon the Railway Company may be exercised by such receiver, with the approval of the Trustee; and if the Trustee shall be in possession of the mortgaged premises under any provision of this indenture, then all the powers of this Article conferred upon the Railway Company may be exercised by the Trustee in its discretion.

Section 6. A certificate signed by the president or a vice-president and the chief engineer of the Railway Company may be received by the Trustee as conclusive evidence of any of the facts mentioned in this Article required to be established in order to authorize the release of any property thereunder, and shall be full warrant and protection to the Trustee for any action on the faith thereof; but the Trustee, in its discretion, may require such further and additional evidence as to it may seem reasonable.

ARTICLE NINE.

If, when the bonds hereby secured shall have become due and payable, the Railway Company shall well and truly pay or cause to be paid the whole amount of the principal and interest due upon the bonds hereby secured by depositing with the Trustee, for the payment of such bonds and interest thereon, the entire amount due for principal and interest, and shall also pay or cause to be paid all other sums payable hereunder by the Railway Company to the Trustee or to the holders of the First and Refunding Bonds, then and in that case the premises and property hereby conveyed and all rights and interest therein and thereto shall revert to the Railway Company, or to whosoever may be entitled thereto, and the estate, right, title and interest of the Trustee therein shall thereupon cease, determine and become void; and the Trustee shall in such case, on demand of the Railway Company and at the cost and expense of the latter, enter satisfaction and discharge of this indenture upon the records; otherwise the same shall be, continue and remain in full force and virtue.

ARTICLE TEN.

Concerning the Trustee.

Section I. The Trustee may employ agents and attorneys in fact and shall not be answerable for the default or misconduct of any agent or attorney appointed by it in pursuance hereof, if such agent or attorney shall have been selected with reasonable care, or for anything whatever, in connection with this trust, except willful misconduct or gross negligence. The Trustee may consult with counsel, to be selected and employed by it at the expense of the Railway Company, and shall be protected in any action taken or suffered by it in good faith and in accordance with the opinion of its counsel. The Trustee shall not be personally liable for any debts contracted by it, or for damages to persons or property carried, or injured, or for salaries or non-fulfillment of contracts, during any period wherein the Trustee shall manage the trust property or premises upon entry or voluntary surrender as aforesaid. The Trustee shall not be under any obligation to take any action towards the executor or enforcement of the trust hereby created, which, in its opinion, shall be likely to involve it in expense or liability, unless one or more of the holders of the First and Refund Bonds shall, as often as required by the Trustee, furnish it reasonable indemnity against such expense or liability; nor shall the Trustee be required to take notice of any default hereunder, unless notified in writing of such default by the holders