

in-trust, so appointed by said Continental and Commercial Trust and Savings Bank in case of the removal of said Frank H. Jones as Trustee, or in case of the death, resignation, or inability to act of the said Frank H. Jones, shall be vested with all and singular, the same power and authority as is in this trust deed conferred upon the said Frank H. Jones.

ARTICLE X.

RESIGNATION OR SUBSTITUTION OF TRUSTEES.

Section 1. The Trustees, or either of them, or any successor or successors-in-trust hereafter appointed may resign or discharge itself or himself or themselves from the trust created in this Indenture by giving notice to the Company and to the bondholders of such resignation proposed, and specifying the date when such resignation shall take effect, which notice shall be published once a week for at least three weeks prior to the date specified, in a daily newspaper published in the City of Chicago, in the State of Illinois, a copy of which notice shall be mailed to all the registered holders of said bonds and to the Company. Such resignation shall take effect upon the date specified in such notice, unless previously a successor Trustee or Trustees shall be appointed as herein provided, in which event such resignation shall take effect immediately upon the appointment of such successor trustee or trustees.

Section 2. Any Trustee hereunder may be removed at any time by an instrument in writing, signed by the holders of not less than three-fourths in amount of the bonds hereby secured, and then outstanding; which instrument shall be recorded in the Recorder's office of the county wherein any land herein mortgaged shall be situate and a duplicate original of which instrument shall be delivered to the Trustee so removed, but no Trustee hereunder shall be removed until said Trustee shall have received full compensation for all services up to that time performed by it, and payment of all expenses and obligations incurred by such Trustee, and sufficient and satisfactory indemnity against any liability for any act done or performed under this trust.

Section 3. In the event that the Continental and Commercial Trust and Savings Bank or its successor hereunder at any time merges or consolidates with another corporation the corporation resulting from such merger or consolidation shall thereupon become and be the Trustee hereunder without the execution or filing or recording of any instrument and without any action on the part of the Company or the holders of bonds hereunder, anything herein contained to the contrary notwithstanding.

Section 4. In case at any time the Trustee or any successor Trustee or Trustees shall resign or be removed or shall otherwise become incapable of acting, a successor may be appointed by the majority of the holders in amount of all the bonds hereby secured and then outstanding, by an instrument signed by such bondholders, but until any Trustee shall be appointed by the bondholders as herein authorized, the Company, by an instrument executed by the order of its Board of Directors, may appoint a Trustee ad interim, to fill such vacancy, provided, however, that every such Trustee appointed by the Company shall always be a Trustee in good standing, authorized to execute the Trust created by this instrument.

Section 5. Any successor Trustee appointed hereunder shall execute, acknowledge and deliver to the Trustee last in office, an instrument accepting such appointment hereunder, and thereupon such successor Trustee without any further act or deed of conveyance shall become invested with all the assets, powers, rights, duties, trusts, and obligations of its predecessor in trust hereunder, with like effect as if originally named as Trustee herein; but, nevertheless, on a written request of the successor Trustee, the Trustee ceasing to act shall execute and deliver an instrument transferring to such successor Trustee, upon the trusts herein expressed, all the assets,