

No Grantee hereunder shall be liable for any default or act of omission or commission of any Co-Grantee.

Item 5. All recitals of fact in any instrument executed and recorded under any of the provisions of item 2 hereof shall be and be held to be evidence of the existence and correctness of such facts so recited, and to be <sup>Prima</sup> ~~be~~ <sup>facie</sup> true. EPM

#### ARTICLE VI.

Item 1. It is expressly understood and agreed that no obligation whatever rests upon the Grantees to see to the recording of this Instrument, nor to do any act suitable or proper to be done for the continuing of the lien created hereby, nor to give notice of the existence of such lien, nor to the application, use or disposition of any of the notes secured hereby, or of their proceeds; ~~not~~ to do any act which by the terms of this Instrument is required to be done by some party hereto other than said Grantees. Said Grantees shall be under no duty or obligation not affirmatively expressed on the face of these presents. ~~Not~~ are said Grantees required by this Instrument to take any action or to do any act made requisite by Statute or other law for protecting, perpetuating or keeping good the lien of these presents upon the land, premises and property, or any part thereof, hereby conveyed or intended so to be; nor shall the <sup>said</sup> Grantees be held responsible for the consequence of any breach by the Grantor or by his agents or servants of any of the covenants herein or in said notes contained, on the part of said Party of the First Part to be kept and performed, nor for or on account of any act of the Grantor or of his agents or servants, of any kind, character or nature whatsoever. Said Grantees shall have no responsibility as to the validity of this Mortgage or Deed of Trust, nor as to the execution or acknowledgment hereof, nor as to the amount or extent of the security afforded by the property covered hereby, nor shall said Grantees in any other manner, or under any circumstances be answerable or accountable, except for EPM bad faith, - it being expressly understood and agreed that the recitals herein contained are made by and on behalf of the said party of the First Part, and that the Grantees are not responsible for the correctness thereof.

Item 2. Said Grantees shall not be under any obligation to take any action toward execution or enforcement of the trust hereby created which, in their opinion, would be likely to involve them in expense or liability, nor to defend any suit, unless one or more of the holders of the notes hereby secured shall, as often as required by the said Grantees, furnish them with reasonable and satisfactory indemnity against such expense or liability; nor shall the said Grantees be required to take notice of any default hereunder, unless notified in writing of such default by the holders of at least twenty (20) per centum of the amount of the notes hereby secured and then outstanding, nor to take any action in respect of any default unless requested to take such action by writing, signed by the holders of as great a proportion of said notes, and be tendered indemnity as aforesaid, anything herein contained to the contrary notwithstanding; but neither any such notice or request, nor this provision hereof, shall affect any discretion herein given to the said Grantees to determine whether or not they will take action in respect to such default, or to take action without such request.

In every case in which the Grantees are authorized or required under any provision of this Instrument to take any action upon the request of the holders of said notes, or of any of them, the Grantees shall have the right to require the