

THIS INDENTURE, IT SHALL BE NECESSARY OR DESIRABLE TO HAVE AN ADDITIONAL TRUSTEE OR TRUSTEES, OR IF THE HOLDERS OF A MAJORITY OF THE BONDS SECURED HEREBY AND OUTSTANDING SHALL IN WRITING SO REQUEST, THE MORTGAGOR SHALL SELECT SUCH AN ADDITIONAL TRUSTEE OR TRUSTEES AND THE TRUSTEE AND THE MORTGAGOR SHALL UNITE IN THE EXECUTION, DELIVERY AND PERFORMANCE OF ALL INSTRUMENTS AND AGREEMENTS NECESSARY AND PROPER TO CONSTITUTE SUCH ADDITIONAL TRUSTEE OR TRUSTEES SO NAMED CO-TRUSTEE OR CO-TRUSTEES JOINTLY WITH THE THEN TRUSTEE OR TRUSTEES HEREUNDER, ANY SUCH INSTRUMENT OR APPOINTMENT SHALL FORTHWITH BE RECORDED WHEREVER BY ANY LAW THIS INDENTURE IS REQUIRED TO BE RECORDED. ANY CO-TRUSTEE SO APPOINTED SHALL HAVE ALL THE SAME RIGHTS, POWERS, PRIVILEGES, IMMUNITIES AND DUTIES AS IF ORIGINALLY NAMED HEREIN AS SUCH CO-TRUSTEE. ANY SUCH CO-TRUSTEE MAY RESIGN OR BE REMOVED IN THE SAME MANNER AS HEREIN PROVIDED AS TO THE ORIGINAL TRUSTEE, AND A VACANCY IN THE OFFICE OF CO-TRUSTEE SHALL BE FILLED IN THE SAME MANNER ABOVE PROVIDED AS TO THE ORIGINAL TRUSTEE.

SECTION 4. EVERY TRUSTEE APPOINTED HEREUNDER AS SUCCESSOR TO THE TRUSTEE HEREIN NAMED SHALL ALWAYS BE A TRUST COMPANY IN GOOD STANDING, AND ALL THE RIGHTS, POWERS AND DUTIES BY THIS MORTGAGE VESTED IN THE TRUSTEE SHALL BE VESTED IN SUCH SUCCESSOR TRUSTEE, AND EVERY PROVISION OF THIS MORTGAGE APPLICABLE TO THE TRUSTEE SHALL APPLY EQUALLY TO SUCH SUCCESSOR TRUSTEE.

THE MORTGAGOR HEREBY AGREES THAT ALL COSTS, CHARGES AND OTHER EXPENSES OF ANY OF THE PARTIES HERETO OR OF THE BONDHOLDERS ARISING BY REASON OF ANY RESIGNATION OR REMOVAL OF THE TRUSTEE AND THE APPOINTMENT OF A SUCCESSOR OR SUCCESSORS, SHALL AND WILL IN EACH INSTANCE BE PAID BY THE MORTGAGOR.

ARTICLE XV.

ACCEPTANCE OF TRUST BY TRUSTEE

IT IS FURTHER MUTUALLY COVENANTED, AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES HERETO, THAT THE TRUSTEE, FOR ITSELF AND ITS SUCCESSORS OR SUCCESSORS AND ASSIGNS, ACCEPTS THE TRUSTS AND ASSUMES THE DUTIES HEREBY CREATED AND IMPOSED UPON IT, ONLY UPON THE FOLLOWING TERMS AND CONDITIONS, TO-WIT:

SECTION 1. THE RECITALS OF FACT CONTAINED HEREIN, AND IN THE BONDS ISSUED UNDER AUTHORITY HEREOF, SHALL BE UNDERSTOOD AS MADE SOLELY BY THE MORTGAGOR, AND SHALL NOT BE CONSTRUED AS MADE OR VOUCHERED FOR BY THE TRUSTEE.

SECTION 2. THE TRUSTEE SHALL HAVE NO RESPONSIBILITY AS TO THE VALIDITY OF THIS INDENTURE OR OF THE LIEN PURPORTING TO BE HEREBY CREATED, OR AS TO THE EXECUTION, ACKNOWLEDGMENT, RECORDING, FILING, REFILING, RENEWAL OR EXTENDING THEREOF, OR AS TO THE TITLE OR VALUE OF THE PROPERTY HEREINBEFORE DESCRIBED, IT BEING UNDERSTOOD THAT NEITHER THE TRUSTEE NOR ANY OF ITS OFFICERS OR AGENTS HAD OR CLAIMS TO HAVE ANY KNOWLEDGE IN REGARD THERETO.

SECTION 3. THE TRUSTEE SHALL NOT BE IN ANY WAY LIABLE OR RESPONSIBLE FOR THE CONSEQUENCES OF ANY BREACH ON THE PART OF THE MORTGAGOR OF ANY OF THE COVENANTS HEREIN CONTAINED OR FOR THE APPLICATION OF THE SAID BONDS OR OF THE PROCEEDS THEREOF. THE TRUSTEE SHALL NOT BE REQUIRED TO TAKE NOTICE NOR BE DEEM^{ED} TO HAVE NOTICE OF ANY EVENT CREATING OR CONSTITUTING A DEFAULT HEREUNDER, UNLESS IT SHALL HAVE BEEN SPECIFICALLY NOTIFIED OF SUCH DEFAULT IN WRITING.

SECTION 4. THE TRUSTEE SHALL BE UNDER NO DUTY TO PAY OR TO KEEP ITSELF INFORMED AS TO THE PAYMENTS OF TAXES OR ASSESSMENTS UPON THE PROPERTY HEREINBEFORE DESCRIBED, OR TO INSURE OR RENEW ANY INSURANCE AGAINST FIRE OR OTHER DAMAGE UPON ANY PORTION OF THE SAID PROPERTY, NOR SHALL IT BE LIABLE OR RESPONSIBLE FOR THE COLLECTION OR ADJUST-