

ANY BONDHOLDERS SHALL BE A DEBT PAYABLE ON DEMAND BY THE COMPANY TO THE PARTY MAKING THIS ADVANCE, TOGETHER WITH INTEREST AT THE RATE OF SEVEN (7) PER CENT PER ANNUM THEREON, ANY ADVANCE SO MADE SHALL CONSTITUTE A LIEN ON THE PROPERTY EMBRACED IN THIS INSTRUMENT SUPERIOR TO THE LIEN OF THE BONDS AND COUPONS AFORESAID.

ARTICLE VIII

CONCERNING THE TRUSTEES

SECTION 1. THE TRUSTEES OR EITHER OF THEM, SHALL NOT BE ANSWERABLE FOR ANY ACT, DEFAULT, NEGLECT OR MISCONDUCT OF ANY EMPLOYEES BY IT OR EITHER, APPOINTED OR EMPLOYED IN CONNECTION WITH THE EXECUTION OF ANY TRUST ESTABLISHED HEREBY, NOR IN ANY OTHER MANNER ANSWERABLE OR ACCOUNTABLE UNDER ANY CIRCUMSTANCES WHATSOEVER EXCEPT FOR DISHONESTY, AND IN NO EVENT SHALL ONE OF THE TRUSTEES BE ANSWERABLE OR ACCOUNTABLE FOR THE DISHONESTY OF THE OTHER.

SECTION 2. THE RECITALS CONTAINED HEREIN OR IN THE BONDS AND INTEREST COUPONS, AS TO DUE AUTHORIZATION OR ANY OTHER MATTER WHATSOEVER, ARE MADE BY AND ON THE PART OF THE COMPANY, AND THE TRUSTEES ASSUME NO RESPONSIBILITY FOR THE CORRECTNESS OF THE SAME OR FOR THE VALIDITY OF THIS INSTRUMENT OR ANY OF THE TERMS HEREOF, OR THE EXECUTION OR ACKNOWLEDGEMENT HEREOF.

SECTION 3. THE TRUSTEES SHALL NOT BE RESPONSIBLE FOR THE SUFFICIENCY OF THE SECURITY OF THE BONDS ISSUED UNDER OR INTENDED TO BE SECURED HEREBY, NOR FOR THE VALIDITY OR PRIORITY OF ANY SUCH BONDS, NOR FOR THE VALUE OR TITLE OF ANY OF THE MORTGAGED PROPERTY.

SECTION 4. THE TRUSTEE SHALL NOT BE REQUIRED TO SEE TO THE RECORDING OF THIS INSTRUMENT OR OF ANY SUPPLEMENT THERETO OR OF ANY CONVEYANCE OR TRANSFER EXECUTED FOR THE SECURITY OF THE SAID BONDS AND COUPONS.

SECTION 5. THE TRUSTEES MAY IN RELATION TO THIS INSTRUMENT ACT UPON THE OPINION OR ADVICE OF ANY ATTORNEY, VALUER, SURVEYOR, ENGINEER, ACCOUNTANT OR OTHER EXPERT, WHETHER RETAINED BY SUCH TRUSTEE, COMPANY OR OTHERWISE, AND SHALL NOT BE RESPONSIBLE FOR ANY LOSS RESULTING FROM ANY ACTION OR NON-ACTION IN ACCORDANCE WITH SUCH OPINION OR ADVICE.

SECTION 6. AS TO THE EXISTANCE OR NON-EXISTANCE OF ANY FACT THE TRUSTEES SHALL BE ENTITLED TO RELY UPON A CERTIFICATE OF THE COMPANY SIGNED BY ITS PRESIDENT OR VICE PRESIDENT AND ATTESTED BY ITS SECRETARY OR TREASURER, AND UPON SUCH OTHER CERTIFICATES AS ARE HEREIN, REQUIRED AS SUFFICIENT AND CONCLUSIVE EVIDENCE OF THE FACTS THEREIN CONTAINED, AND SHALL ALSO BE AT LIBERTY TO ACCEPT A SIMILAR CERTIFICATE OF THE COMPANY TO THE EFFECT THAT ANY PARTICULAR DEALING, TRANSACTION, OR ACTION IS NECESSARY OR EXPEDIENT, BUT THEY MAY IN THEIR DISCRETION, AT THE REASONABLE EXPENSE OF THE COMPANY IN EVERY CASE, SECURE SUCH FURTHER EVIDENCE AS THEY MAY THINK NECESSARY OR ADVISABLE, BUT THEY SHALL IN NO CASE BE BOUND TO SECURE THE SAME.

THE TRUSTEES SHALL BE PROTECTED IN ACTING UPON ANY NOTICE, REQUEST, CONSENT, CERTIFICATE, RESOLUTION, ORDER, AFFIDAVIT, LETTER, OPINION, TELEGRAM, BOND OR OTHER PAPER OR DOCUMENT BELIEVED BY THEM TO BE GENUINE.

SECTION 7. THE TRUSTEES SHALL NOT BE RESPONSIBLE FOR THE INSURING OF THE MORTGAGED PROPERTY NOR FOR THE COLLECTION OF ANY INSURANCE MONEYS NOR FOR THE PAYMENT OF TAXES, CHARGES, ASSESSMENTS OR LIENS UPON THE SAME. THE TRUSTEES MAY AT THEIR OPTION, WHILE NOT OBLIGATED SO TO DO, PAY ANY TAX OR OTHER GOVERNMENTAL CHARGE AND ANY SUM NECESSARY TO BE PAID IN ORDER TO MAINTAIN THE WATER, LIGHT AND POWER SERVICE IN ANY BUILDING SITUATE ON ANY PROPERTY HEREBY MORTGAGED. IN