

TRUSTEE, SHALL HAVE THE RIGHT, IN CASE OF NEGLECT OF THE PARTY OF THE FIRST PART TO ATTEND TO THESE MATTERS. NO TRUSTEE HEREUNDER SHALL HAVE ANY RESPONSIBILITY AS TO THE VALIDITY OF THIS MORTGAGE, OR AS TO THE EXECUTION, ACKNOWLEDGEMENT, RECORDING OR RENEWAL THEREOF.

13. THE PARTY OF THE SECOND PART MAY RESIGN AS TRUSTEE, AND DISCHARGE ITSELF OF THE TRUSTS CREATED BY THESE PRESENTS BY NOTICE IN WRITING TO THE PARTY OF THE FIRST PART, ITS SUCCESSORS, OR ASSIGNS, BUT SUCH RESIGNATION AND DISCHARGE SHALL TAKE EFFECT ONLY UPON THE APPOINTMENT OF A SUCCESSOR TO THE PARTY OF THE SECOND PART, AS TRUSTEE. THE PARTY OF THE FIRST PART SHALL WITHIN TEN DAYS AFTER IT IS NOTIFIED BY THE PARTY OF THE SECOND PART OF ITS INTENTION TO RESIGN AS TRUSTEE, NOMINATE ANOTHER TRUSTEE, WHO UPON APPROVAL OF THE BONDHOLDERS HOLDING A MAJORITY OF THE BONDS OUTSTANDING, WHOSE NAMES AND ADDRESSES HAVE BEEN REGISTERED WITH THE PARTY OF THE SECOND PART, SHALL BE SUBSTITUTED FOR THE PARTY OF THE SECOND PART AS TRUSTEE, AS HEREINBEFORE PROVIDED. THE PARTY OF THE FIRST PART SHALL IMMEDIATELY NOTIFY ALL BONDHOLDERS, WHOSE NAMES AND ADDRESSES HAVE BEEN SO REGISTERED OF THE TRUSTEE NOMINATED BY IT, AND UNLESS THE MAJORITY OF THE BONDHOLDERS SHALL, WITHIN FORTY DAYS FROM THE DATE SAID TRUSTEE IS NOMINATED, DISAPPROVE THE APPOINTMENT, SUCH TRUSTEE SHALL BE SO APPOINTED. IN CASE THE BONDHOLDERS THEN HOLDING MORE THAN ONE-HALF OF THE BONDS THEN OUTSTANDING IN WRITING SHALL DISAPPROVE SUCH TRUSTEE, THEN THE TRUSTEE NOMINATED SHALL NOT BE APPOINTED, AND THE BONDHOLDERS HOLDING AT LEAST A MAJORITY OF THE BONDS OUTSTANDING, SHALL, WITHIN FORTY DAYS AFTER RECEIVING NOTICE OF THE INTENTION OF THE PARTY OF THE SECOND PART TO RESIGN AS SUCH TRUSTEE, DESIGNATE A TRUSTEE IN LIEU OF THE TRUSTEE HEREIN NAMED AND SO RESIGNED, AND SUCH TRUSTEE APPOINTED OR NOMINATED AS AFORESAID, SHALL BE VESTED WITH ALL THE AUTHORITY AND CHARGED WITH ALL THE DUTIES AND OBLIGATIONS OF THE TRUSTEE HEREIN NAMED, BUT NO BONDHOLDER WHOSE NAME AND ADDRESS IS NOT REGISTERED WITH THE PARTY OF THE SECOND PART, SHALL BE ENTITLED TO QUESTION ANY ACTION TAKEN BY THE PARTY OF THE FIRST PART IN THE SUBSTITUTION OF A TRUSTEE IN LIEU OF THE PARTY OF THE SECOND PART.

14. THE TRUSTEE HEREIN NAMED MAY BE REMOVED AT ANY TIME BY AN INSTRUMENT IN WRITING EXECUTED BY THE HOLDERS OF SEVENTY-FIVE PER CENT IN AMOUNT OF THE BONDS HEREBY SECURED AND OUTSTANDING, BUT NO SUCH REMOVAL SHALL BE MADE BEFORE ANY DEFAULT/ ^{HEREUNDER} SHALL HAVE OCCURRED, WITHOUT THE CONSENT OF THE PARTY OF THE FIRST PART SHALL HAVE BEEN GIVEN, AND IN CASE OF SUCH REMOVAL A SUCCESSOR TO SUCH TRUSTEE SHALL BE APPOINTED IN THE MANNER HEREINBEFORE PROVIDED, AND SUCH SUCCESSOR SHALL BE CHARGED WITH ALL THE DUTIES AND OBLIGATIONS OF THE TRUSTEE HEREIN NAMED.

15. UPON THE APPOINTMENT OF ANY TRUSTEE AS SUCCESSOR OF THE PARTY OF THE SECOND PART AS HEREIN PROVIDED, ALL THE MORTGAGED OR TRUST PROPERTY SHALL IMMEDIATELY, AND WITHOUT CONVEYANCE, VEST IN IT, BUT THE OUTGOING TRUSTEE SHALL NEVERTHELESS, AT THE REQUEST OF ANY PERSON INTERESTED, BUT AT THE EXPENSE OF THE TRUST, EXECUTE, ACKNOWLEDGE AND DELIVER TO THE NEW TRUSTEE SUCH DEEDS OF CONVEYANCE OR OTHER INSTRUMENTS IN WRITING AS MAY BE APPROPRIATED TO VEST OR CONFIRM IN THE NEW TRUSTEE THE MORTGAGED OR TRUST PROPERTY.

16. IF THE PARTY OF THE FIRST PART, ITS SUCCESSORS OR ASSIGNS, SHALL AND DO WELL AND TRULY PAY, OR CAUSE TO BE PAID, UNTO THE SEVERAL PARTIES, WHO SHALL BECOME HOLDERS OF THE BONDS HEREBY INTENDED TO BE SECURED, THE SEVERAL SUMS OF MONEY ACCRUING THEREON ON THE DATE AND AT THE TIMES HEREINBEFORE MENTIONED FOR THE PAYMENT