

ARTICLE XV.

SECTION 1. IF THE COMPANY, ITS SUCCESSORS OR ASSIGNS, SHALL WELL AND TRULY PAY OR CAUSE TO BE PAID TO THE HOLDERS THEREOF THE PRINCIPAL OF ALL THE BONDS SECURED HEREBY, OR INTENDED SO TO BE, AND THE INTEREST MONEYS TO BECOME DUE THEREON, RESPECTIVELY, AT THE TIME AND IN THE MANNER SPECIFIED IN SAID BONDS AND COUPONS, ACCORDING TO THE TRUE TENOR AND EFFECT THEREOF, AND SHALL REPAY ANY ADVANCES MADE BY THE TRUSTEE OR ANY BONDHOLDER HEREUNDER (INCLUDING ALL AMOUNTS PROPERLY CHARGEABLE BY THE TRUSTEE) THEN THESE PRESENTS AND THE TRUSTS HEREBY CREATED AND ALL THE ESTATE, RIGHT, TITLE AND INTEREST HEREBY VESTED IN SAID TRUSTEE, ITS SUCCESSOR OR SUCCESSORS IN TRUST, SHALL CEASE AND DETERMINE AS FULLY AS IF THIS MORTGAGE HAD NEVER BEEN EXECUTED; AND IN THAT CASE THE TRUSTEE, OR ITS SUCCESSOR OR SUCCESSORS IN TRUST ON DEMAND OF THE COMPANY AND THE CANCELLATION OF THE BONDS AND COUPONS HEREBY SECURED SHALL EXECUTE AND DELIVER TO IT ALL SUCH INSTRUMENTS AS MAY BE NECESSARY TO DISCHARGE AND CANCEL THIS MORTGAGE.

SECTION 2. IN THE EVENT THAT ANY OF THE BONDS OR COUPONS SECURED HEREBY SHALL NOT BE PRESENTED FOR PAYMENT WHEN DUE AND SHALL BE OUTSTANDING AND UNPRESENTED AND THE COMPANY SHALL DEPOSIT WITH THE TRUSTEE FOR THE BENEFIT OF THE HOLDERS OF SUCH OUTSTANDING OVERDUE BONDS AND COUPONS SECURED HEREBY THE FULL SUM REQUIRED TO LIQUIDATE AND DISCHARGE ALL OF SUCH OUTSTANDING OVERDUE BONDS AND COUPONS ACCORDING TO THE TENOR AND EFFECT THEREOF, IT SHALL BE ENTITLED TO HAVE THIS INDENTURE RELEASED, PROVIDED ALL OTHER REQUIREMENTS OF THIS ARTICLE ARE FULFILLED IN LIKE MANNER AS IF FULL PAYMENT OF SAID BONDS AND COUPONS HAD BEEN MADE TO THE HOLDER OR HOLDERS THEREOF AND SAID BONDS AND COUPONS HAD BEEN CANCELLED.

ARTICLE XVI.

SECTION 1. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT NO OBLIGATION WHATEVER RESTS UPON THE TRUSTEE TO SEE TO THE RECORDING OF THIS INSTRUMENT OR TO DO ANY ACT SUITABLE OR PROPER TO BE DONE FOR THE CONTINUING OF THE LIEN OF THIS INSTRUMENT OR TO GIVE NOTICE OF THE EXISTENCE OF SUCH LIEN, OR TO DO ANY ACT WHICH BY THE TERMS OF THIS INSTRUMENT IS REQUIRED TO BE DONE BY SOME PARTY HERETO OTHER THAN THE TRUSTEE. THE TRUSTEE SHALL BE RESPONSIBLE FOR REASONABLE DILIGENCE IN THE PERFORMANCE OF ITS TRUST, AND TO THAT EXTENT ONLY, AND SHALL NOT BE ANSWERABLE FOR ANY DEFAULT OR MISCARRIAGE OF ANY OF ITS OFFICERS, EMPLOYEES, AGENTS OR ATTORNEYS, APPOINTED HEREUNDER, IF THEY BE SELECTED WITH REASONABLE CARE, AND THE TRUSTEE SHALL BE UNDER NO DUTY OR OBLIGATION NOT AFFIRMATIVELY EXPRESSED ON THE FACE OF THESE PRESENTS. NOR IS THE TRUSTEE REQUIRED BY THIS INSTRUMENT TO TAKE ANY ACTION OR TO DO ANY ACT MADE REQUISITE BY STATUTE FOR EFFECTUATING, PROTECTING, PERPETUATING OR KEEPING GOOD THE LIEN OF THESE PRESENTS UPON THE LANDS, PREMISES AND PROEPRTY, OR ANY PART THEREOF, HEREBY CONVEYED OR INTENDED SO TO BE, OR THAT MAY HEREAFTER BE ACQUIRED BY THE COMPANY AND BE MADE SUBJECT TO THE LIEN HEREOF, NOR SHALL THE TRUSTEE BE LIABLE OR RESPONSIBLE FOR PERMITTING OR SUFFERING THE COMPANY, ITS AGENTS OR SERVANTS TO RETAIN OR BE IN POSSESSION OF OR MANAGE, CONDUCT OR CONTROL THE PROPERTY HEREBY CONVEYED, OR INTENDED SO TO BE; NOR SHALL THE TRUSTEE BECOME RESPONSIBLE FOR ANY DESTRUCTION, DETERIORATION, LOSS, INJURY OR DAMAGE WHICH MAY BE DONE TO SAID PROPERTY BY THE COMPANY, ITS SERVANTS OR AGENTS OR BY ANY PERSON OR PERSONS WHOMSOEVER, NOR SHALL THE TRUSTEE BE HELD RESPONSIBLE FOR THE CONSEQUENCES OF ANY BREACH BY THE COMPANY, ITS AGENTS OR SERVANTS OF ANY OF THE COVENANTS HEREIN, OR IN SAID BONDS CONTAINED, ON THE PART OF THE COMPANY TO BE KEPT AND PERFORMED, NOR FOR