management of the trusts and powers hereof, and all such remuneration, and all other reasonable expenses and disbursements of the trustee, including its own reasonable remuneration shall be paid by the mortgagor, or out of the mortgaged estate upon which they are hereby charged and they shall constitute a lien thereon prior to the lien of the bonds.

The trustee shall not be bound to recognize any person as a holder of the bonds or to take any action at his request, unless such bonds shall be deposited with the trustee or submitted to its inspection. And the trustee shall not be compelled to do any act under this indenture unless reasonably indemnified against loss, cost, liability and expense.

Resignation of the Trustee

And the trustee may at any time in its discretion, and shall at the request in writing of the holders of two-thirds of the bonds, resign the said trusts by filing its resignation in any court having jurisdiction, and publishing notice thereof once a week for three successive weeks in one or more newspapers published in the said city of Dayton Ohio, and such resignation shall take effect upon the appointment of a new trustee which shall be a trust company incorporated by, or under the laws of Ohio, and may be appointed by the said court or any court having jurisdiction, upon application of the retiring trustee or any of the bondholders, but no such trust company shall be appointed if, before such appointment the holders of one-fourth of the bonds at the time outstanding shall have filed in the court to which such application is made, a protest in writing against its appointment. And the clauses herein contained and referring to the trustee shall extend and be applicable to the trustee for the time being of these presents. And every such trustee shall be exempt from giving any bond or surety in respect of the execution of the said