

unless the Trustee shall refuse to proceed within thirty days after written request thereto of the holders of a majority in face value of bonds then outstanding, and after tender to it of indemnity satisfactory to the Trustee.

All rights of action under this indenture or under any of said bonds or coupons, may be enforced by the Trustee in its discretion, without the possession of any of said bonds or coupons, provided, however, the Trustee shall be under no obligation to recognize any person as holder of any of the bonds or coupons secured hereby, or to do or refrain from doing any act pursuant to the request of such person, until, such professed holder shall deposit such bonds or coupons with the Trustee, and shall indemnify the Trustee to its satisfaction against all expenses and liabilities for which it may become responsible on proceeding to carry out such request.

RELEASE ON PAYMENT. Section XIX. If said parties of the first part shall well and truly make all the payments and perform all the covenants and agreements herein and in said bonds undertaken to be made or performed by said first parties, then these presents and the estate hereby granted shall determine and be void, and upon proof thereof being given to the satisfaction of the Trustee, and upon payment of all costs, charges and expenses incurred by the Trustee in relation thereto, said Trustee shall deliver to the parties of the first part, or to whomsoever may then be entitled thereto, all the property in its hands subject to this indenture, and shall cancel and satisfy this indenture of record.

In every case of payment of the bonds and coupons hereby secured, said bonds and coupons so paid shall be forthwith surrendered to the Trustee, to be by it canceled and delivered to, or upon the order of, parties of the first part.

INTEREST CEASES IF BONDS NOT PRESENTED. Section XX. In case of any of said bonds or coupons shall not be presented for payment when all of the bonds secured shall be or become due and payable according to the terms thereof, or according to the terms of this indenture, the parties of the first part shall have the right to deposit with the said First National Company, to the credit of the holder or holders of all the bonds which shall not then be or have been presented for payment, the amount due thereon for principal and interest, and thereupon on payment of all costs, charges and expenses incurred by the Trustee, the Trustee shall redeliver to the parties of the first part, or to whomsoever may then be entitled thereto, all property in its hands subject to this indenture, and shall cancel and satisfy this indenture of record.

CO-TRUSTEE. Section XXI. The Trustee herein appointed is hereby given the authority to appoint a co-trustee under this indenture, which appointment shall be made by filing with the parties of the first part the written appointment of said co-trustee, and causing the same to be recorded in the office where this indenture shall be recorded; and when such appointment shall be made, the co-trustee so named shall, with the Trustee named herein, be vested jointly with it with all the title, powers, duties and assets possessed under this instrument by the Trustee named herein, provided, that the Trustee named herein, or its successor, may in said instrument of appointment limit, designate and specify the powers and duties to be exercised by such co-trustee.

TRUSTEE'S RIGHTS AND LIABILITIES. Section XXII. The Trustee accepts the trust hereunder but only on the following conditions;

The Trustee shall be entitled to employ such agents or attorneys as it may deem advisable, and to be reimbursed for all outlays or payments made by it in connection with the trust hereby created, or for protecting the mortgaged property or on account of damages sustained by it because of the act of any agent or attorney selected with reasonable care, and shall receive reasonable and proper compensation for its services