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purpose of paying the expenses and charges of this trust, moneys advanced for insurance taxes or other liens or assessments, all costs and expenses connected with such legal proceeding, and the payment of said bonds and interest coupons, all payments upon all outstanding bonds and interest coupons in such case to be made retably.

It is understood and agreed that in the event that this deed of trust or mortgage be foreclosed by a judicial proceeding in any court, and a decree of foreclosure of this deed of trust or mortgage, or the sale of said property, shall be rendered herein, there shall be included in said judgement or decree a reasonable sum as attorney fees for plaintiff's attorneys herein, to be taxes as a part of the costs in said cause.

It is further expressly agreed that in case of the sale through foreclosure proceedings of any real estate herein described, the Company waives the appraisalment thereof.

Article VIII: Before instituting any legal proceedings contemplated in Article VII hereof, the Trustee shall have the right first to exact from the bond holders so filing with said Trustee said written request for the institution of such proceedings, reasonable indemnity against all damages, loss, costs, attorneys fees and expenses that may be incurred or sustained by it in so doing.

Article IX: The Trustee shall be fully protected in acting upon any certificate statement, report, order, request, consent or other paper or document believed to be genuine and believed to be signed by the proper party, and the Trustee shall not incur any liability on account of any act done or omitted to be done in good faith under the provisions of this indenture.

Article X: All recitals herein contained are made on behalf of the Company, and the Trustee assumes no responsibility as to the correctness of any statement herein contained. Said Trustee and its successors have no responsibility as to the validity of this deed of trust or mortgage, nor as to the execution or acknowledging or recording hereof, nor as to the amount or extent of the security afforded by the property covered by this deed of trust or mortgage, and the Trustee shall not be in any way liable for the consequence of any breach on the part of the Company of the covenants herein stated, or for any other act or thing hereunder, except for its negligence.

Article XI. No recourse upon any obligation, covenant or agreement contained in this indenture, or in any bond or coupon hereby secured, or under any judgement obtained against said Company or otherwise, shall be had against any incorporator, stockholder, officer or director of said Company, by the enforcement of any assessment, or claims for unpaid stock or unpaid subscriptions on stock, or by any legal or equitable proceeding by virtue of any constitution, statutes or otherwise. This indenture and the obligations hereby secured, are solely corporate obligations, and no personal liability whatever shall attach to or be incurred by the stockholders, directors or officers of the Company, or their successors, under or by reason of any of the obligations, covenants, or agreements contained in this indenture, or in any of the bonds or coupons hereby secured, nor shall any such personal liability be implied therefrom; and any and all personal liability of every kind and nature whatsoever at law or in equity, or by statute or constitution, of every such stockholder, officer, or director, is hereby expressly waived as a condition of and consideration for the execution of this indenture and of such bonds and coupons.

Article XIII: It is hereby declared and agreed as a condition upon which each successive holder of all or any of said bonds, and all or any of the coupons for the interest of said bonds, receives and holds the same, that no holder or holders of any of said bonds or coupons shall have the right to institute any legal proceedings of any