

The Trustee does not assume any responsibility as to the validity of this instrument, nor as to the amount of extent or the security, but all recitals herein are made on behalf of the party of the First Part and not on behalf of the Trustee, and the trustee shall not in anyway be liable hereunder for anything except its own lawful misconduct or negligence.

CO-TRUSTEE : Section 2. The Trustee herein appointed is hereby given the authority in the event the individual trustee herein appointed is unable or unwilling to perform the duties of said office, to appoint a co-trustee under this mortgage deed of trust which appointment shall be made by filing with the party of the first part the written appointment of said Co-Trustee, and causing a copy thereof to be recorded in the office where this mortgage deed of trust 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 and 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.

RESIGNATION OF TRUSTEE: Section 3.- (A) In the event, for any reason, the corporate trustee hereunder is unable or unwilling to perform the duties of said office the said duties shall thereupon devolve upon A. H. Rousebush, the individual Trustee hereunder, who shall be clothed with all the powers and rights herein conferred upon the corporate trustee, and all the provisions relating to said corporate trustee shall, in such case, relate equally to the individual trustee and to any successor or substitute trustee.

(B) The Trustees or either of them, may resign or decline to act hereunder and become discharged from the trust hereby created, by notice in writing to the party of the first part or to the then owner of the mortgaged property, given thirty (30) days before such resignation is to take effect, or such shorter time as the party of the first part may accept as sufficient notice, and in case there is a vacancy in the office of both the corporate and individual trustee, a successor trustee or trustees may be appointed by the holders of the majority in value of the notes then outstanding, by an instrument in writing, duly signed and acknowledged by them, which instrument shall be recorded in the office of the Recorder of Deeds wherever this Mortgage Deed of Trust is recorded. A certificate executed and acknowledged by the Trustee and appended to such instrument, to the effect that the signers of such instrument have deposited with the Trustee notes, which, in the aggregate, constitute a majority in value of the notes then outstanding hereunder, shall be conclusive evidence that such signers are the holders of a majority in value of the notes then outstanding. In case such majority does not make such appointment of a new Trustee within thirty (30) days after such resignation or resignation shall take effect, the party of the first part of the holders of any of said notes may apply to any court of competent jurisdiction for the appointment of a new Trustee or Trustees, in such manner and upon such notice as shall be in accordance with the rules and practice of said court, and the Trustee so appointed shall, without any further assurance, be vested with all the powers, rights and interest granted to or conferred upon the Trustee herein named.

ARTICLE 7- NOTICES.

NOTICES. Any notice, request, consent or other paper to be given to, or demanded to be upon party of the First Part hereunder, shall be deemed to have effectively served upon said First Party when the same, or a copy thereof, shall have been either delivered