

COMPARE
CO-TRUSTEE.

TRUSTEE'S
RIGHTS AND
LIABILITIES.

RESIGNATION
OF TRUSTEE

whomsoever may then be entitled thereto, all property in its hands subject to this indenture, and shall cancel and satisfy this indenture of record.

SECTION XXII. 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 so 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, or its successor, may in said instrument of appointment limit, designate and specify the powers and duties to be exercised by such Co-Trustee.

SECTION XXIII. The trustee accepts the trust hereunder but only upon 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 and those of its agents or attorneys, and shall have the right to be indemnified to its satisfaction before taking any action hereunder. All such outlays and compensation shall constitute a lien on the mortgaged property prior to the lien of all bonds and coupons hereby secured. It shall be under no obligation to enter its appearance in or defend any suits brought in connection with the Trust estate hereby created unless indemnified in so doing, but may defend any such suit, if it sees fit, without indemnification. In event of any suits being brought against the Trustee on account of any matter connected with this trust, it shall, nevertheless, be the duty of the Trustee to deliver to the first parties copy of any summons or notices served upon it in connection with such suit. It shall be fully protected in acting upon any certificate, order or document by it believed to be genuine. The Certificate of the parties of the first part duly signed shall be sufficient evidence to protect the Trustee in any action it may take by reason of the existence of any fact stated in such Certificate. It shall be no part of the duty of the Trustee to see to the recording of this instrument, nor does it assume any responsibility as to the validity thereof, nor as to the amount or extent of the security. All recitals hereunder are made on behalf of the parties of the first part and not on behalf of the Trustee, and the Trustee shall not in any way be liable hereunder for anything except its own wilful misconduct or gross negligence.

The Trustee may resign or decline to act hereunder and become discharged from the trust hereby created, by notice in writing to the parties of the first part given thirty (30) days before such resignation is to take effect, or such shorter time as parties of the first part may accept as sufficient notice, and in case of a vacancy in the office of Trustee, a