~468

the interest of the Trustee or of the bondholders, or to keep informed with respect to eny such matters.

- (j) In case at any time it shall be necessary or proper for the Trustee to make any investigation respecting any fact preparatory to taking or not taking any action or doing or refraining from doing anything under this Indenture, as such Trustee, the certificate of the Companies, under their respective corporate seals, signed and sworn to by their respective Presidents or Vice Presidents, shall be sufficient evidence of such fact to protect the Trustee in any action the Trustee may take or refrain from taking by reason of the supposed existence of such fact.
- (k) The Trustee shall not have any responsibility for, and makes no representations with respect to, the validity of this instrument, or of the execution or acknowledgement thereof, or of any bond or coupon issued hereunder; nor for the nature, extent or amount of the security afforded hereby; nor be responsible for any breach by the Companies, or either of them, of any covenant in this Indenture contained, nor shall the Trustee be under any duty to see to the performance or observance of any of the covenants or agreements hereof on the part of the Companies, or either of them, or to see that any property intended to be conveyed or assigned to the Trustee is properly and legally subjected to the lien hereof.
- (1) The Trustee may in its discretion advise with legal counsel (who may be of counsel to the Counsel to the Companies) to be selected by the Trustee and to be employed at the expense of the Companies, and anything done or suffered in good faith by the Trustee in accordance with the opinion of counsel shall be conclusive in favor of the Trustee, and binding on the holders of the bonds and coupons secured hereby.
- (m) Should any suit or other proceeding be brought against the Trustee by reason of any matter or thing connected with the trust hereby created, or by reason of being such Trustee, the Trustee may require the Companies to indemnify it, and the Companies hereby covenant and agree so to do on demand; and the Trustee, shall not be under any obligation to enter any appearance by counsel or in any way appear in or defend such suit or proceeding until indemnified to the full satisfaction of the Trustee for so doind; but the Trustee may in its dicretion appear and defend such suit or proceeding without indemnity if the Truste elects so to do, and in such case shall be compensated therefor from the trust fund.
- (n) The Trustee, and any successor or successors hereafter appointed, may resign and be discharged of the trust hereby created by written thereof to the Companies specifying the date when such resignation shall take effect and delivering the same to the Companies thirty days (or such shorter time as the Boards of Directors for the Companies may accept as adequate) before such resignation takes effect, and by publicat ion, at least once in each week for four successive weeks in a daily newspaper, publish ed in the City of Chicago, Illinois, the last publication to be made prior to the date the resignation is to take effect. Such resignation shall take effect on the day specified in said writing unless previously a successor Trustee shall be appointed as hereinafter provided, in which event such resignation shall take effect immediately upon the appointment and qualification of such successor Trustee.
- (c) The Trustee may buy, sell, own hold and deal in bonds and coupons hereby secured, and may join in any action which any bundholder may be entitled to take, with like effect as though such Trustee were not a party to this Indenture.
 - (p) Notwithstanding anything in this Indenture contained to the effect that any