

matter of fact necessary to be ascertained by the Trustee shall be conclusively established by any certificate, statement or other paper filed with such Trustee, the Trustee may nevertheless (but shall under no circumstances be obligated so to do,) make such independent investigation as may seem fit with respect to any such matter, and the expense thereof shall be borne by the Companies, or, if paid ^{by} the Companies, or, if paid by the Trustee, shall be repaid by the Companies upon demand, with interest at the rate of seven per centum per annum, and until paid shall be a first charge upon the trust estate and payable prior to said bonds.

(q) Any moneys at any time received or held by the Trustee under any of the provisions of this Indenture may be treated by it as a general deposit, without any liability for interest save such as may be specially agreed upon.

ARTICLE XI.

COMPARED

SECTION 1. In case at any time the Trustee herein named, or any successor Trustee hereafter appointed, shall resign or shall be removed, or otherwise shall become incapable of acting, a successor Trustee may be appointed by the holders of a majority in amount of the bonds hereby secured and then outstanding by an instrument, or concurrent instruments, signed by such bondholders, or their attorneys in fact duly authorized. Provided, nevertheless, that it is hereby agreed and declared that in any such case the Companies by an instrument executed by order of their respective Boards of Directors may appoint a successor Trustee to act until a successor Trustee shall be appointed by the bondholders as herein authorized. The Companies shall publish a notice of any such appointment by them made once in each week for four successive weeks, in a daily newspaper published in Chicago, Illinois, and any successor Trustee so appointed by the Companies shall immediately and without further act, be superseded by a successor Trustee appointed by the bondholders in the manner above provided prior to the expiration of one year after such publication of notice. If neither the Companies nor the bondholders shall appoint a successor Trustee within a reasonable time, such appointment may be made by any court of competent jurisdiction upon application of any bondholder or of such retiring Trustee. Every successor to the Trustee, whether appointed by the bondholders, or by the Companies, or by the decree of any court, shall always be a Trust Company in good standing, having a capital and surplus aggregating at least One Million Dollars, and having its principal business office in the city of Chicago, Illinois, if there be such a Trust Company willing and able to accept the trust upon reasonable or customary terms.

SEC. 2. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor last in office, and also to the Companies, an instrument accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor in trust hereunder, with like effect as if originally named as such Trustee herein, but the Trustee ceasing to act shall, upon payment to it of all sums due it hereunder, nevertheless, on the written request of the Companies, or of the successor Trustee, execute and deliver an instrument transferring to such successor Trustee, upon the trusts herein expressed, all the estates, properties, rights, powers and trusts of the Trustee so ceasing to act, and shall duly assign, transfer and deliver all properties and moneys held by such Trustee to the successor Trustee. Should any deed, conveyance or instrument in writing from the Companies be required for more fully vesting in and confirming to such successor Trustee such estates, rights, powers and duties, any and all such deeds, conveyances and instruments