

trustee for the time being, whether original or new, and whenever a vacancy shall exist, to mean the continuing trustee, and such trustee shall, during such vacancy, be Possessed of and be competent to ~~ex~~ercise all the Powers by these Present^s granted to the Parties of the second Part.

The trustee shall be entitled to call upon the bondholders for indemnity satisfactory to it, from any expenses which may be necessary for the discharge of its duties as herein Provided for which there shall not be sufficient trust funds in its hands Properly applicable to such expenses, and upon the failure of the trustee to receive such indemnity, it may decline to act in the Premises, except as receiver, under Proper decree of a competent court.

The trustee shall not be required to keep itself informed or advised as to the Performance of any of the company's covenants, or the Payment or discharge of any taxes, assessments, or liens that may be imposed upon the real or Personal Property or franchises hereby conveyed, but the trustee shall have the right, in case of neglect by the company, to attend to any of these matters. The trustee shall have no responsibility as to the lien created by this mortgage, the Priority or validity thereof, nor as to the making, executing, acknowledging, or recording hereof, nor as to the amount or adequacy, as security, of the Property hereby conveyed; and the recitals herein contained are those of the company and not of the trustee.

And it is further mutually agreed that the said trustee, or any trustee or trustees hereafter appointed, may resign and be discharged of the trusts created by these Presents by giving notice, in writing, to the railroad company and to the bondholders, by Publication thereof, at least twice a week, for six successive weeks, in a newspaper Published in the city of Philadelphia and in one newspaper Published in Fort Smith, Arkansas, at least thirty days before such resignation shall take effect, and upon the due execution of the conveyance hereinafter required.

And it is hereby declared and agreed that in case, at any time hereafter, the said trustees, or any one of them shall resign or die or become incapable or unfit to act in the said trusts, the holders of the bonds secured hereby, acting by a majority in interest, shall be, and they are hereby, authorized and empowered by an instrument or instruments in writing, under the respective hands and seals duly acknowledged as aforesaid, or by a vote, attested as aforesaid, at a meeting of said bondholders, duly convened as herein Provided, to appoint a successor or successors to such trustee; and such successor or successors, when so appointed, shall, immediately upon its his or their acceptance of the trust, become vested with all the Powers, authorities, and estates held or Possessed by the trustee to succeed whom it, he, or they shall have been appointed, without any further assurance or conveyance; and thereupon all the Powers and authorities hereunder and all the estate, right, title, and interest in the said Premises, of the trustee or trustees who shall have died become incapable, or have resigned, shall wholly cease and determine; but, nevertheless, the trustees or trustee resigning or being removed, as aforesaid, shall, upon the request in writing of the new trustees or trustee, execute and deliver to it, him, or them all such conveyances and other instruments as shall be fit and expedient, for the Purpose of assuring to such new trustee or trustees the legal estate in the Premises; Provided, the expenses of the Preparation and execution of such instruments be defrayed by the railroad company, or the said new trustee or trustees, or other Parties in interest, And Provided further, that nothing herein contained shall be so construed as to deprive any trustee or his representatives of any right to receive any compensation or reimbursement to which such trustee may be or have become justly entitled for any services actually rendered or expenses incurred under this in-