

nevertheless at the written request of the new trustee, execute an instrument transferring to such new Trustee, upon the trust herein expressed, all the property, rights, title and estate herein of the Trustee so resigning or removed, and shall duly assign, transfer and deliver to such new trustee any property, bonds, notes or securities held hereunder for the further security of the Noteholders.

COMPENSATION OF TRUSTEE.

Section 2. It is further understood and agreed that the trustee and its agents attorneys, and counsel shall be entitled to reasonable compensation for all services rendered in connection with the trust hereby created or in pursuance of the provisions of this Indenture;

And the Grantors agree to pay to the trustee such compensation, also such expenses reasonably incurred by the Trustee herein; and the trustee shall have a lien therefor upon the premises and property hereby conveyed and the proceeds thereof, prior in right to the notes and coupons hereby secured.

TRUSTEE TO BE NOTIFIED OF DEFAULT.

SECTION 3 It is further understood and agreed that the trustee shall not be required to take notice, or be deemed to have notice, of any default of the Grantors, either in the payment of any coupons or principal of any of the notes hereby secured, or in the performance or compliance with any covenants or conditions of this Indenture, unless said Trustee shall have been specifically notified in writing of such default. The Trustee shall not be required to see to the filing or recording of this Indenture; and the notes hereby secured may be certified and delivered before this Indenture shall have been recorded; but the Grantors covenant that they will cause this Indenture to be duly recorded as a deed of Trust in the nature of a mortgage upon real estate.

LIABILITY OF TRUSTEE

SECTION 4. It is further understood and agreed by and between the parties hereto that the Trustee shall not be answerable for any default or miscarriage of any agent or attorney by it appointed hereunder, if such agent was selected with reasonable care, nor for any error or mistake of judgment made in good faith, nor in any case except for its own unlawful misconduct or gross negligence in the execution of said trust.

TRUSTEE NOT DISQUALIFIED IF INTERESTED IN NOTES.

SECTION 5. It is further understood and agreed that the fact that the trustee is or has been the owner of any of the notes hereby secured, or otherwise interested in any of said notes, whether at the time when the trust hereby created may be administered or enforced according to the provisions of this Indenture or at any previous time, shall not impair or restrict its authority to act hereunder and at any sale made hereunder it may become the purchaser absolutely of any or all of the property to be sold. All objections to any action by the Trustee hereunder on account of any interest such Trustee may have or may have had in said notes or in the subject matter of this trust is hereby specifically waived by all the parties hereto including the holders of said notes and coupons respectively

ARTICLE XVI

SECTION 1. It is understood and agreed that the word "Trustee" as used in this Indenture shall be held and construed to mean and include the party of the second part, and its successors for the time being in the trust hereby created; that the words "Grantors" shall be held and construed to mean and include George G. Bayne and Mabel P. Bayne, his wife,