

for this waiver, might be availed of to prevent or postpone the foreclosure or absolute sale of the property herein and hereby conveyed.

ARTICLE EIGHTH. The Traction Company and the Trustee severally agree, upon reasonable request, to execute such further instruments and to do such further acts as may be necessary or proper to carry out more effectually the purposes of this instrument.

ARTICLE NINTH. The Traction Company covenants that the property above described is, at the time of the execution and delivery of this instrument, free from all former and other grants, titles, charges, estates, judgments, liens and encumbrances of whatever nature, and that this instrument creates and constitutes the first lien and charge upon the property herein and hereby conveyed.

ARTICLE TENTH. The word "Trustee" as used in this instrument shall be construed to mean the Trustee, party of the second part, or his successors or assigns; and such successors or assigns shall be vested with and shall be entitled to exercise all the rights, powers, property, estate, and trusts hereby granted to or conferred upon the party of the second part hereto. The Trustee shall not be liable for any error or mistake made by him in good faith, but only for gross negligence or wilful default in the discharge of his duties as Trustee and in the discharge of the duties of any agent or agents employed by him and he shall be entitled to reasonable compensation for all services by him rendered in the execution of the powers and duties herein provided, for and to reimbursement for his reasonable expenses incurred in the execution of the said trusts.

ARTICLE ELEVENTH. The Trustee may resign and be discharged of the trust hereby created by notice in writing to the Traction Company, one month before such resignation shall take effect, or at such shorter time as said traction company may accept as notice; and the Trustee may be removed by vote of the holders of two thirds in interest of all said bonds hereby secured and then outstanding by instrument or concurrent instruments in writing under their hands and seals and duly acknowledged. In case of the resignation or removal of the Trustee, a successor shall be appointed by the majority in interest of the holders of all of said bonds hereby secured and then outstanding, by instrument or concurrent instruments in writing under their hands and seals and duly acknowledged; and, until an appointment be so made, the President of the Traction Company, with the written approval and consent of the holders of outstanding bonds hereby secured to the aggregate amount of ten Thousand Dollars, may appoint a Trustee to fill such vacancy for the time being; and in such case and also in case of an appointment by a majority in interest of the bondholders as aforesaid, the new Trustee or successor so appointed shall thereupon become and be vested with all the powers, authorities, estates, rights, titles and interests granted or conveyed to, or conferred upon, said party of the second part by this instrument, and all the rights, powers, authorities and interests requisite to enable such Trustee or successor to execute, perform and fulfill the powers, duties and purposes of this trust, by force of this instrument, without any further assurance or conveyance, so far as such effect may be lawful; provided further that the Trustee resigning or removed shall, upon the payment to him of just and reasonable compensation for his services and reasonable expense in the execution of the said trusts, immediately execute all such conveyances or assurances and other instruments as may be requisite or necessary to fully convey the legal estate to the property herein mentioned to the new Trustee or successor so appointed. In case of a vacancy being temporarily filled by appointment by the President of the Traction Company under the foregoing provisions in that behalf, it shall be competent for any court having equitable powers and having jurisdiction in the premises, upon the application of any of the bondholders, upon due