

That the trustees shall be answerable for gross negligence and
 willful defaults only, not for any sum or sums of money as funds
 of the sale of lands or otherwise not actually received by them that
 the trustees may employ or advise with legal Counsel and that
 the proper expense thereof and all personal expenses of the trustees
 about the discharge of the trusts and all other reasonable and
 proper charges and expenses of the trustees including their Com-
 pensation shall be paid by the Company as they are incurred
 or otherwise out of the trust estate on which they are hereby
 charged that they may employ agents or attorneys in fact but
 for them whenever required to act and that all Covenants
 and Agreements herein contained or implied may be specifically
 enforced by any Court of competent jurisdiction and the Company
 further agrees to indemnify and save harmless the trustees
 their successors and executors, and each of them against all
 loss and damages to which they may be subjected by the operation
 of this trust or by the operation or management of the property hereby
 conveyed not caused by the personal misconduct or neglect of
 the trustees their said successor or executors.

And it is further agreed that in the event of the resignation
 removal or disability or failure for any cause of the trustees
 or either of them their successor or executors to act as such
 trustee, the President of the Company may by and with the
 consent in writing of the owners of a majority of said bonds then
 outstanding by a duly acknowledged written instrument
 under the seal of the Company (which instrument shall be
 received in the office in which this mortgage is required by law
 to be recorded) appoint some competent successor or successor
 to said trustee or to such trustee so executing his said office
 and the successor or successor so appointed shall possess the
 powers and incur the obligations of the said trustee or of said
 trustee so executing his said office and in case such
 appointed the Company covenants to make all such
 deeds and other instruments as shall be necessary to
 enable the party or parties so appointed to execute the trusts
 hereby created as fully and completely as if such
 appointed party had been originally named herein as
 so such trustee or as one of the trustees herein.

In Witness whereof the party of the first part has
 caused its Corporate seal to be hereunto affixed and the same