

over another by reason of priority in the time of issuing the same, rendering or paying over the surplus of all such moneys, if any there shall be, to the said party of the first part hereto, their successors or assigns. This Indenture further Witnesseth that these presents are upon the express condition that upon the payment in full of said five thousand seven hundred and sixty bonds, and the interest due thereon, or the converting thereof, as herein-after provided therein these presents, and the estate hereby granted, shall cease and be void, and the said Union Pacific Railway Company Eastern division, the party of the first part, shall be immediately and fully re-invested with said premises hereby granted in law and in fact without any entry or other act whatever. It is further agreed, that the said trustee his or their successors or successor, may appoint or employ, at the expense of the party of the first part, all such attorneys, clerks, or other agents as they may deem proper in the execution of the trusts hereby declared, and shall not be answerable for the defaults or other misconduct or neglect of such attorneys, clerks or other agents unless chargeable with culpable negligence in their selection; and further that neither of said trustees shall be answerable for the acts, omissions, or defaults of his associate, nor shall either of them, or their survivors, successors or successor, be responsible for any thing short of gross negligence or wilful default in the discharge of his duties. It is further mutually agreed, that the said trustee or either of them, or his or