and effects hereby mortgaged, or purporting or intending so to be, whether now owned or possessed by or vested in said party of the first part, or subsequently acquired by or vested in it, and all other property and things whatsoever which may be hereafter acquired in aid of or by substitute for, or for use for the purpose of the same, or any part thereof, and all franchises now held or hereafter acquired by said party of the first part, relating thereto, including the franchise to be a corporation, as by the trustee or bondholders, or counsel learned in the law, shall be reasonably desired, advised or required.

Upon payment of bonds and performance of covenants by Company, title of Trustee shall cease.

Article VII. If the said party of the first part shall well and truly pay the sum of money herein, and by said bonds and coupons attached thereto, required to be paid by it, and all interest thereon, at the time and in the manner herein specified, and shall well and truly keep and perform all things required to be kept and performed by said party of the first part, according to the true intent and meaning of these presents, then, and in that case the estate, right, title and interest of said party of the second part as trustee aforesaid, shall cease, determine and be void without any conveyance on the part of said trustee; otherwise the same shall be, continue and remain in full force and virtue; but said trustee, upon request, shall reconvey.

Counsel fees and expenses of Trustee provided for.

Article VIII. The trustee may employ or advise with counsel, and the expenses thereof, and the expenses of the trustee in the discharge of the trust, and all other reasonable and proper charges and expenses of the trustee, including its compensation, all of which charges and expenses shall be at reasonable rates when not fixed by contract, shall be paid by the party of the first part as they are incurred, or otherwise out of the trust estate, on which they are hereby made a charge.

Duties and liabilities of Trustee.

Article VIIII. Said trustee may employ agents or attorneys necessary in the performance of its duties; but it is agreed that for the conduct or omissions of any counsel, agent or attorneys, employed and selected in good faith by said trustee, said trustee shall not be responsible. It is further mutually agreed that said trustee shall be only accountable for gross negligence or wilful default or misconduct of itself, its officers, agents or servants, in the performance of its duties. It is further agreed that in case it should become the duty of said trustee, or its successors, under the provisions of this indenture, to foreclose said mortgage by sale or otherwise, or take any legal