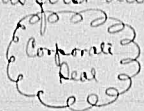


nor shall the Trustee become responsible or liable for any destruction, deterioration, loss, injury, or damage which may be done to the said estate and property hereby mortgaged, or intended so to be, either by the said Transportation Company or its agents or servants or by any other person or persons whatsoever, or which may result from any cause or accident whatsoever, or which may result from any cause or accident whatsoever, nor shall the Trustee be in any way responsible for any breach on the part of the Transportation Company, its successors or assigns, or any of the covenants herein contained, nor for any act of said Transportation Company, its successors, agents or servants, nor for any moneys, estates or property except such as shall actually come into its possession or under its control by virtue of the provisions hereof. Nor shall the Trustee be in any manner answerable for any act, default, neglect, or misconduct of any attorneys, agents, servants or employes by it appointed or employed in the execution of said trusts, providing the same shall have been selected with reasonable discretion, nor shall it be answerable in any case except for its own willful neglect and misconduct.

It is further understood and agreed that the recitals herein contained, and contained in the bond, are the recitals of the Transportation Company, and not of the Trustee. The Trustee shall not be in any way liable because of any misstatement therein, nor for failure in title to the property hereby mortgaged, or intended so to be.

It is also understood and agreed that the Trustee shall not be bound to do any act, or to appear in or to defend any suit, or do anything whatever on behalf of the holders of any of said bonds, or any of them, for the enforcement or protection of their rights under this mortgage, unless and until it shall have been requested so to do by the holders of at least one sixth of said bonds then outstanding, and shall have received adequate and satisfactory security and indemnity against all costs, expenses, liabilities which may be incurred by it in taking the desired action.

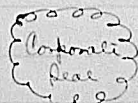
In Testimony Whereof, the said Lawrence Transportation Company has caused its Corporate Seal to be affixed, and has duly executed this Indenture by its President and Secretary, and the said Trustee has hereunto set its Corporate Seal, and caused the same to be signed by its President and Secretary, on this first day of January, A.D. 1890.



J. F. Fiedale
President of the Lawrence Transportation Company

W. N. Bangs

Secretary of the Lawrence Transportation Company



C. D. Baldwin

President of the American Loan and Trust Company

J. L. Thurston

Secretary of the American Loan and Trust Company