trusts hereby created, and the Railway Company agrees to pay such compensation as well as all expenses necessarily incurred or disbursed by the Trustees hereunder.

Sec. 2. The Trustees, unless and until the Trustees shall have received written notice to the contrary from the holders of five per cent. in amount of the first and refunding mortgage bonds outstanding, may, for all purposes of this indenture, assume that no default has happened under any mortgage or deed of trust covering the mortgaged and pledged premises, or any part thereof, or under any bond secured by any such mortgage or deed of trust; that no default has been made in the payment of any of said bonds, or in the observance or performance of any other of the covenants contained in said bonds or in the mortgage or deed of trust securing the same; that no receiver has been appointed of the railways or of any of them constituting part of the mortgaged and pledged premises; that no trustee under any mortgage or deed of trust covering the property or any part thereof constituting the mortgaged or pledged premises is or has been in possession of the property embraced in such mortgage or deed of trust; that the Railway Company is not in default under this indenture, and that none of the events hereinbefore denominated events of default has happened. The notice to the Trustees in this section provided for shall distinctly specify the default desired to be brought to the attention of the Trustees.

Sec. 3. The Trustees or either of them, or any trustee or trustees hereafter appointed, may resign and be discharged from the trusts created by this indenture by giving to the Railway Company and to the bondholders notice by publication of such resignation, specifying a date when such resignation shall take effect, which notice shall be published at least once on a day not less than thirty days nor more than sixty days prior to the date so specified, in a newspaper at that time published in New York, N. Y., and in a newspaper published in Chicago, Illinois,

Such resignation shall take effect on the day specified in such notice, unless previously a successor trustee shall have been appointed as hereinafter provided, either by the Railway Company or by the bondholders, in which event such resignation shall take effect immediately upon the appointment of such successor trustee.

Any trustee or trustees hereunder may be removed at any time by an instrument in writing under the hands of the holders of two-thirds in amount of the first and refunding mortgage bonds then outstanding. Any individual trustee hereunder may be removed by a resolution adopted by the affirmative vote of two-thirds of all the directors of the Railway Company.

Sec. 4. In case at any time either of the Trustees or any successor trustee shall resign or shall be removed or otherwise shall become incapable of acting, a successor or successors may be appointed by the holders of a majority in amount of the first and refunding mortgage bonds then outstanding, by an instrument or concurrent instruments signed by such bondholders or their attorneys-in-fact duly authorized; but until a new trustee shall be appointed by the bondholders as herein authorized, the Railway Company, by an instrument executed by order of its board of directors, or of its executive committee, may appoint a trustee or trustees to fill such vacancy; provided however, that any new trustee appointed in succession to Central Trust Company of New York, one of the trustees hereunder, or in succession to any such successor, shall always be a trust company in the City of New York, having a capital and surplus aggregating at least $2,000,000, if there be such a trust company willing and able to accept the trust upon reasonable and customary terms, and any trustee appointed in succession to said David R. Francis shall always be an individual. After any such appointment by the Railway Company, it shall pub-

lish notice of such appointment once in each of four successive weeks in a newspaper published in New York, N. Y., and a newspaper published in Chicago, Illinois; and any new trustee or trustees so appointed by the Railway Company shall immediately and without further act be superseded by a trustee or trustees appointed in the manner above provided by the holders of a majority in amount of the first and refunding mortgage bonds, if such appointment by such bondholders be made prior to the expiration of six months after such publication of notice.

Any successor trustee or trustees appointed hereunder shall execute, acknowledge and deliver to the Railway Company an instrument accepting such appointment hereunder, and thereupon such successor trustee or trustees, without any further act, deed or conveyance, shall become vested with all the estates, properties, rights, powers, trusts, duties and obligations of its or his predecessor or predecessors in the trust hereunder, jointly with any other then existing trustee or trustees, with like effect as if originally named as trustee or trustees herein; but nevertheless, on the written request of the Railway Company or of the successor trustee or trustees, the trustee or trustees ceasing to act shall execute and deliver an instrument transferring to such successor trustee or trustees, upon the trusts herein expressed, all the estates, properties, rights, powers and trusts of the trustee or trustees so ceasing to act, and shall duly assign, transfer and deliver its or his interest in any stocks, bonds, or other property and moneys subject to this indenture to the successor trustee or trustees so appointed in its or his place; and, upon request of any such successor trustee or trustees, the Railway Company shall make, execute, acknowledge and deliver any and all deeds, conveyances or other instruments in writing for more fully and certainly vesting in and confirming to such successor trustee or trustees all such estates, properties, rights, powers and duties.

Until the moneys secured by the first and refunding mort-

gage bonds, or some or one of them, shall become payable under the provisions therein or herein contained, or until the Trustees shall, under the provisions hereof, become entitled to enter upon the mortgaged premises, the Trust Company, or any trust company appointed trustee hereunder in succession to it, may solely have and exercise the powers, and shall solely be charged with the performance of the duties, hereinbefore declared on the part of the Trustees to be had and exercised or to be performed, including the right to declare due the principal of the first and refunding mortgage bonds. Any request in writing by the Trust Company or by any trust company appointed in succession to it, to the individual Trustee hereunder, or to any trustee appointed in succession to him, shall be sufficient warrant for the individual Trustee or his successor taking such action as may be so requested. Such individual Trustee, or any successor, may delegate to his co-trustee the exercise of any power, discretionary or otherwise, conferred by any of the provisions of this indenture. The said David R. Francis has been joined as trustee in order to comply with existing statutory requirements respecting trustees under deeds of trust of property in the states, or some of them, in which the mortgaged and pledged premises, or part thereof, are situate, and shall, as such trustee, possess such powers, and such powers only, as may be necessary to comply with such requirements. In case, by reason of the repeal of such requirements, or for any other reason, it shall not be necessary that one of the trustees shall be an individual, said David R. Francis, or any successor in the trust theretofore appointed in succession to him, shall forthwith cease to be a trustee, and all powers of said David R. Francis or any trustee successor to him, shall forthwith terminate, as shall his or his successor's right, title and interest in and to the mortgaged and pledged premises, and no successor in the trust to the said David R. Francis shall be appointed, and all the title, rights and powers of the Trustees shall devolve upon the Trust Company and its successors alone.