duty of the party of the first part immediately thereafter to make proper application to some Court of competent jurisdiction for the appointment of some suitable person, persons or Corporation to become the successor of the said Trustee, and to obtain an order of the Court appointing such Trustee; or the Board of Directors of the party of the first part, may, with the consent in writing of the holders of a majority in amount of the bonds hereby secured and then outstanding, appoint such Trustee or Trustees to fill such vacancy which appointment shall be attested by the certificate in writing of the President and Secretary of the party of the first part, under its corporate seal, and the written acceptance thereof by the new Trustee or Trustees, which certificate, acceptance and written consent shall be duly acknowledged or proved, and filed and recorded wherever this Mortgage or Deed of Trust shall be filed or recorded; and any Trustee appointed as herein provided to fill any vacancy shall be vested with and entitled to all the rights, title, interest, estate, powers, duties and trusts herein conveyed, created or contained as if originally named in this Mortgage or Deed of Trust. Article 17. It shall be no part of the duty of the Trustee to record this Indenture as a Mortgage or conveyance of real estate, or to file or to record the same as a chattel mortgage or to refile or renew the same, or to procure any further, other or additional instrument of further assurance, or to do any other act for the continuance of the lien thereof or to extend or supplement the lien sought to be created thereby; but said Lawrence Railway Company, covenants and agrees to do the same; nor shall it be any part of the duty of the Trustee hereunder to effect insurance against fire or other damage on any portion of the property hereby Mortgaged, or to renew any policies or other insurance or to keep itself informed or advised as to the payment of any taxes or assessments that may be imposed upon the property, real, personal and mixed, affected by this Mortgage, or to require the payment of such taxes or assessments, but the Trustee may, in its discretion at the expense of the Lawrence Railway Company do any and all of the matters and things in this Article set forth or require the same to be done. Article 18. The Trustee, party of the second part, for itself and its successor or successors, hereby accepts the trusts and assumes the duties herein created and imposed, only, ~~only~~ upon the following terms and conditions, to wit: (1) The recitals of facts herein contained and contained in the bonds hereby secured shall be taken as statements by the Lawrence Railway Company, and shall not be construed as made by the Trustee. (2) The Trustee may select and employ, in and about said trusts and duties, suitable agents, Attorneys and Counsel whose reasonable compensation shall be paid to the said Trustee by the Lawrence Railway Company, or in default of such payment, shall be a charge upon the hereby mortgaged property, rights, privileges and franchises and their proceeds, paramount to said bonds. And the said Trustee shall not be liable for any neglect, omission or other wrong doing of any of such agents, Attorneys or Counsel if reasonable care has been exercised in their selection; nor shall it be otherwise answerable save for its own willful negligence or default; nor be liable for any act done or performed in good faith under any of the provisions of this Indenture. (3) The Trustee shall have a lien