

to take acknowledgments of deeds to be recorded in New York, that the person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness to such execution. The amount of bonds transferable by delivery, held by any person executing any such request or other instrument as the holder of bonds, and the amounts and issue-numbers of the bonds held by such person and the date of his holding the same, may be proved by a certificate in writing executed by any trust company, bank, bankers, or other depository (wherever situated), whose certificate shall be deemed by the Trustees to be satisfactory, showing that such person had on deposit with such depository the bonds described in such certificate at the date therein mentioned. Such proof shall be conclusive in favor of the Trustees with regard to any action taken by it under such request or other instrument.

Eighteenth. The Railway Company shall and will at any time upon the request of the Trustees make, do, execute, acknowledge and deliver all such acts, deeds, and assurances in law as may be reasonably advised or required for effectuating the intention of these presents, and for the better assuring and confirming unto the Trustees and its successors or successor in the trust hereby created, upon the trusts and for the purposes herein expressed, and its and their assigns, all and singular the premises property and rights hereby conveyed or mortgaged or intended so to be. Nineteenth. Upon payment when due of the principal and interest of all the bonds which shall have been issued hereunder, or upon providing for such payment by depositing with the Trustees the entire amount of such principal moneys when the same shall be due and payable, and the interest then due and unpaid, and any and all other amounts payable hereunder by the Railway Company the Trustees shall, on demand of the Railway Company, and at its cost and expense, enter satisfaction of this mortgage upon the records, and shall do, make, execute and deliver such deeds, acts, instruments or assurances as may be necessary to vest the mortgaged premises and property in the Railway Company, its successors or assigns, free and discharged from the lien of these presents. Twentieth. It is understood and agreed that the Trustees shall not be required to take any step in the execution of the trusts hereby created, or in the enforcement of their rights and powers hereunder, if in their opinion such action will be likely to involve them in expense or liability, unless one or more of said bondholders shall, as often as required by the Trustees, give them reasonable indemnity against the same, and anything herein contained to the contrary notwithstanding; and that the Trustees, and its agents, Attorneys and Counsel, shall be entitled to reasonable compensation for all services rendered in connection with the trust hereby created, or in pursuance of the provisions of this indenture. The Railway Company agrees to pay to the Trustees such compensation, and also, all expenses reasonably