incurred by the Trustee hereunder, and the Trustee shall have a lien therefor upon the Mortgaged property and the proceeds thereof. The Trustee, or any trustee hereafter appointed hereunder, may resign and thereby become discharged from the trusts hereby created, by notice in writing to be given to the Railway Company, and published one or more times in a newspaper in the City of New York at least two months before such resignation shall take effect; but such resignation shall take effect immediately upon the appointment of a new trustee hereunder, if such new trustee shall be appointed before the time limited by such notice. It is further understood and agreed that the Trustee shall not be required to take notice or be deemed to have notice of any default of the Railway Company, either in the payment of any interest or principal of any of the bonds secured hereby, or in the performance of or compliance with any covenants or condition of this indenture, unless the Trustee shall have been specifically notified in writing of such default. The Trustee shall not be required to see to the filing or recording of this indenture, and it may certify and deliver said bonds before this indenture is recorded, but the Railway Company covenants that it will cause the same to be duly recorded. No Trustee hereunder assumes any responsibility as to the power of the Railway Company to execute this Mortgage or the bonds secured thereby, or as to the value of the security afforded by this Mortgage, or as to the execution and acknowledgement thereof by the Railway Company. It is further understood and agreed by and between the parties hereto that the Trustee shall not be answerable for any default or miscarriage of each other, or of any agent or attorney by it or them appointed hereunder, if such agent was selected with reasonable care, nor for any error or mistake of judgment made by it in good faith, but shall only be liable for its own wilful misconduct or gross negligence in the execution of said trusts. The trustee may be removed by an instrument or instruments in writing, executed by the holders of two-thirds of the bonds secured hereby and then outstanding. In case at any time hereafter the said Trustee, or any trustee hereafter appointed, shall resign, be removed or otherwise cease to act, a successor or successors may be appointed by a majority in interest of the holders for the time being of the bonds secured hereby and outstanding, by an instrument or concurrent instruments signed by said bondholders or their attorneys in fact duly authorized; provided, nevertheless, and it is hereby agreed and declared that in case there shall at any time be a vacancy in the office of Trustee hereunder, the Railway Company may, by an instrument executed by order of its Board of Directors, appoint a Trustee to act until a new trustee shall be appointed by the bondholders, but any new Trustee appointed by the bondholders shall immediately and without further act supercede any Trustee appointed by the Railway Company. Any new Trustee so appointed hereunder shall execute, acknowledge and deliver to the predecessor Trustee last in office, an instrument accepting such appointment hereunder, and