

fect 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 Telephone Company, whether in the payment of any interest or principal of any bonds secured hereby, or in the performance of, or compliance with, any covenant or condition of this indenture unless the Trustee shall have been specifically notified in writing of such default. It shall be no part of the duty of the Trustee to file and record or cause to be filed & recorded, this indenture as a mortgage or conveyance, or to procure any further or additional instrument for further assurance, or to do any act which may be suitable or proper to be done for the continuance of the lien hereof, or for the giving notice of the existence of any such lien, or for extending or supplementing the same, nor shall it be any part of its duty to effect insurance against fire, or other damage, on any portion of the mortgaged property, or to renew any policies of insurance, or to keep itself informed as to insurance, upon the property hereby conveyed, or to keep itself informed or advised as to the payment of any taxes or assessments, or to require any such payments to be made, but the Trustee may, in its discretion, do all other matters and things in this paragraph set forth, or require the same to be done. The Telephone Company covenants that it will cause this instrument to be duly recorded, but the Trustee may certify and deliver said bonds before this indenture is recorded. No Trustee hereunder assumes any responsibility as to the power of the Telephone Company to execute this mortgage, or the bonds secured hereby, or as to the value of the security offered by this mortgage or as to the execution and acknowledgements hereof by the Telephone Company.

In case at any time it shall be necessary or proper for the Trustee to make any investigation respecting any facts preparatory to taking or not taking any action or doing or not doing anything as such Trustee, an affidavit of the President & Secretary of said Telephone Company shall be conclusive evidence of such facts to protect the Trustee in any action that it may take or may fail to take by reason of the supposed existence or non existence of any such facts. 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 any agent or attorney by it 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 willful misconduct or gross negligence in the execution of said trusts. The Trustee may be removed by an instrument or instru-