If any bond issued hereunder shall be mutilated, lost, or destroyed, the Pipe Line Company may, upon terms and conditions prescribed by its board of directors, and after indemnity satisfactory to it and to the Trustee shall have been given, together with proof of such loss or destruction satisfactory to both the Pipe Line Company and the Trustee, and in the case of the mutilation of a bond, its surrender also to the Trustee for cancellation, issue and deliver in lieu thereof a new bond of like tenor, amount, and date, and bearing the same serial number, which bond, when so issued, shall be certified by the Trustee.

Article XVI.

All rights, powers, and privileges herein retained to the Pipe Line Company shall inure and may be exercised by the successors and assigns of the Pipe Line Company whether herein specifically so expressed or not.

Article XVII.

It is hereby covenanted and agreed, and the within trust is accepted upon the express condition, that neither the said Trustee or any future Trustee or Trustees shall incur any responsibility or liability whatever in consequence of permitting or suffering the Pipe Line Company or its successors, to retain or be in possession of the franchises, property, and estate hereby mortgaged, or agreed or intended so to be, or any part thereof, and to use and enjoy the same; nor shall the said Trustee or any future Trustee or Trustees, be or become responsible or liable in any way for the consequence of any breach on the part of The Pipe Line Company of any of the covenants herein mentioned, or for any destruction, deterioration, loss, injury or damage which may be done or occur to the property hereby mortgaged