

## ARTICLE XIII.

The Trustee herein named may be removed by any court of competent jurisdiction upon application of the owners of a majority in value of the outstanding bonds, and, in case of such removal, a new Trustee may be appointed by said court. In case of the resignation of the Trustee, a successor thereto may be appointed by the Pipe Line Company. Such successor, so appointed, shall, however, be subject to removal, without any cause assigned, upon the application to any court of competent jurisdiction by the holders of a majority in value of the outstanding bonds, and upon the said application a new Trustee may be appointed by said court in place of any successor thus chosen by the Pipe Line Company. In all cases aforesaid, the title hereby conveyed shall devolve upon and become vested in said new Trustee, subject to the trusts herein contained, and the Trustee herein named shall, in that case, make and execute all deeds, conveyances, and instruments necessary to vest and confirm in said new Trustee such estates, rights, powers, and duties.

The word "Trustee," as used in this mortgage, shall be construed to mean the Trustee for the time being

## ARTICLE XIV.

For the debt and bonds secured hereby the Pipe Line Company is liable in *personam*, and any deficiency after exhausting the mortgage security may be enforced against the Pipe Line Company, but not against its officers, directors, or stockholders individually; and it is expressly agreed between the parties hereto, and by every person who shall take or hold any bond or bonds issued hereunder, that no persons who are now or may hereafter become officers, directors, or stockholders of the Pipe Line Company, shall in anywise be held liable for the payment of either the principal or interest of the bonds secured hereby, or any part thereof.

## ARTICLE XV.

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 to 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 or agreed or intended so to be, either by the Pipe Line Company or by its agents or servants. Neither the said Trustee nor any future Trustee or Trus-