

appointed as herein provided to fill any such vacancy as aforesaid, shall be vested with and entitled to all the rights, title, interest, estate, powers, duties and trusts herein conveyed, created or contained, as if originally named in this mortgage or deed of trust.

Article 19. It shall be no part of the duty of the Trustee to record this Indenture as a mortgage or conveyance of real estate, or to file or record the same as a chattel mortgage, or to refile or renew the same, or to procure any further, other or additional instrument of further assurance, or to do any other act or thing necessary to be done for the continuance of the lien of this Indenture, or to give notice of the existence of the lien thereof, or to extend or supplement the lien sought to be created hereby, nor shall it be any part of the duty of the Trustee hereunder to effect insurance against fire or other damage on any portion of the property hereby mortgaged, or to renew any policies or other insurance or to keep itself informed or advised as to the payment of any taxes or assessments that may be imposed upon the property real, personal and mixed, affected by this mortgage, or to require the payment of such taxes or assessments, or to keep itself informed or advised, or to take any action whatever, in respect to the preservation of all or any of the rights and franchises granted to the said Railway Company, or in respect to repairs, renewals, additions, betterments or improvements upon the property and premises subject to the lien hereof, or in respect to the performance by said Railway Company of any of the other covenants, provisions or requirements herein contained, or to notify bondholders of any default in any of the covenants, provisions or requirements herein contained or provided for.

No delay or omission of the Trustee, or of any holder of bonds hereby secured, to exercise any right or power accruing upon any default, continuing as aforesaid, shall impair any such right or power, or shall be construed to be a waiver of any such default, or an acquiescence therein; and every power and remedy given by this Indenture to the Trustee, or to the bondholders, may be exercised from time to time, and as often as may be deemed expedient, by the Trustee or by the bondholders, Any request or other instrument required by this instrument to be signed and executed by bondholders, may be in any manner of concurrent writings of similar tenor, and may be signed or executed by such bondholders in person or by agent appointed in writing. Proof of the execution of such request or other instrument, or of a writing appointing any such agent shall be sufficient for any purpose of this Indenture, and shall be conclusive in favor of the Trustee or the Railway Company with regard to due action taken by it under such request or other instrument, if such proof be made in the following manner, viz: The fact and date of the execution by any person of any such request, or other instrument, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in New York, that the persons signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness to such execution.

Article 20. The Trustee, party hereto of the second part, for itself and its successor