

or successors hereby accepts the trust and assumes the duties herein created and imposed, only upon the following terms and conditions, to-wit:

(1) The recitals of fact herein contained and contained in the bonds hereby secured, shall be taken as statements by the said The Kansas City and Kansas Southwestern Railway Company, and shall not be considered as made by the Trustee, nor shall it be in any wise responsible therefor.

(2) The Trustee may select and employ in and about said trusts and duties, suitable agents, attorneys and counsel, whose reasonable compensation shall be paid to the said Trustee by The Kansas City and Kansas Southwestern Railway Company, and the amounts expended and indebtedness incurred by reason thereof shall be a charge upon the hereby mortgaged property, rights, privileges and franchises and their proceeds, paramount to said bonds and the said Trustee shall not be liable for any neglect, omission or other wrongdoing of any of its agents, attorneys or counsel, if reasonable care has been exercised in their selection; nor shall it be otherwise answerable, save for its own wilful negligence or default; nor be liable for any act done or performed in good faith under any of the provisions of this Indenture, it being understood and agreed that the Trustee shall be liable only for moneys received by it in the exercise of the trusts herein contained.

(3) The Trustee shall have a first lien, prior to the lien of the bonds secured hereby, on the mortgaged premises and fund for its expenses, counsel fees and compensation incurred in the performance of the said trust, powers and duties.

(4) The Trustee shall be under no obligation or duty to perform any act hereunder or to defend any suit in respect hereof, unless fully indemnified to its satisfaction. Nor shall the Trustee be bound to recognize any person as a bondholder, or take any action of any notice by him as such, until his bonds are submitted to the Trustee for inspection, if required, and his title satisfactorily established, if disputed.

(5) The exclusive right of action hereunder shall be vested in the Trustee until the refusal or omission of the Trustee so to act, and no bondholders shall have the right to enforce these presents, until after demand upon the Trustee accompanied by a tender or indemnity, satisfactory to it as aforesaid, and a refusal or omission as aforesaid by the Trustee to act in accordance with said demand.

(6) The Trustee shall not be required to take notice of any default hereunder, unless notified in writing of such default by the holders of at least five per cent. in amount of the bonds hereby secured and