

then-outstanding-, and until so notified the Trustee may assume that no default has happened.

(7) The Trustee shall not be personally liable for any debts contracted by it, nor for damages to persons, or property, nor for salaries or non-fulfillment of contracts, during any period in which the Trustee shall manage the mortgaged property upon entry or voluntary surrender as aforesaid. The Trustee shall not be responsible in any manner whatsoever for the validity hereof, or for the amount or the extent of the security afforded by the property covered hereby.

(8) The Trustee shall be protected in acting upon what at the time it believed to be a genuine notice, request, consent, certificate, resolution, affidavit, bond or other paper or document and to have been passed or signed by the proper party.

(9) Except as otherwise herein expressly provided, whenever in this deed of trust the existence of any situation, matter, conclusion, or fact of any character, or the sufficiency or validity of any instrument, paper or proceeding, or of any proof or evidence of any fact of any character shall be prescribed as a condition of, or in any manner with respect to any action or proceeding on the part of the Trustee, or shall be deemed necessary to be ascertained by the Trustee as the basis of an opinion by the Trustee, a certified copy of a resolution of the Board of Directors of the Railroad Company, together with a certificate of the President or a Vice-President, and Secretary or Treasurer of the Railroad Company, shall be complete authority and protection to the Trustee for any act or proceeding on its part upon the faith thereof; but the Trustee may, in its reasonable discretion, require other and additional authority and protection.

In Witness Whereof, the said The Kansas City and Kansas Southwestern Railway Company, party of the first part, has caused these presents to be subscribed in its corporate name <sup>by its President and its Secretary</sup> and its corporate seal to be affixed hereto, attested by its Secretary; and the said Carnegie Trust Company has caused these presents to be subscribed in its corporate name by its Vice-President, and its corporate seal to be affixed hereto, attested by its Secretary on the day and year first above written. Said instrument being executed in any number of counterparts.

(CORP SEAL) The Kansas City and Kansas Southwestern Railway Company.

W. Laning,

President.

Attest:

C.S. Dudley,

Secretary.

J.R. Curran,

(CORP SEAL)

Vice-President.

Attest:

R.L. Smith,

Secretary.

State of Kansas, County of Wyandotte, SS:

I, G.L. Horseman, Notary Public, as undersigned, do hereby certify that