

all actions and proceedings for the purpose of enforcing the provisions of this indenture shall be instituted and conducted by the said trustee according to its sound discretion; but the trustee shall be under no obligation to institute any such suit or take any such proceedings under this indenture until it shall be indemnified to its satisfaction for all expenses and costs of every kind, and also for all possible claims for damages. Should any suit or other proceedings be brought against the trustee by reason of any matter or things connected with the trust hereby created, or by reason of its being such trustee, it shall be under no obligations to enter any appearance by counsel or in any way to appear in and defend said suit or any other proceedings until indemnified to its satisfaction for so doing; but it may nevertheless, appear and defend the same without indemnity if it shall elect so to do, and in such case it shall be compensated therefor from the trust fund. In case at any time it shall be necessary and proper for the trustee to make any investigation respecting any facts preparatory to taking or not taking any action or doing or not doing anything as such trustee, the certificate of the party of the first part, under its corporate seal, attested by the signature of its President, and affidavit of one or more directors, shall be sufficient evidence of such fact to protect the trustee in action it may take or omit to take, by reason of the supposed existence of such fact. It shall be no part of the duty of the party of the second part to see to the execution, acknowledgement or recording of this indenture as a mortgage or conveyance of real estate, or the filing thereof as a chattel mortgage, or renewing such mortgage, or to do any other act which may be suitable and proper to be done to make this instrument a lien, or for the continuance of the lien or for giving notice of the existence of such lien; or to give in any way attention to the condition of any of the property included in or covered by this instrument in regard to either taxes, assessments, rents or insurance or in regard to any other matter or thing; but said trustee may, in its discretion do or require to be done anything reasonable or proper in regard to the matters above mentioned, as it may see fit. The Trustee shall be entitled to be reimbursed for all the proper outlays of every sort or nature by it incurred in the discharge of its trust, and it shall be entitled to receive interest at the rate of ten per cent, payable annually, on all payments by it made for the benefit of the said party of the first part, or for any other party interested in the trust hereby created. Said trustee shall also be entitled to receive a reasonable and proper compensation for any duties it may, at any time perform in the discharge of same, and for all counsel and attorneys fees by it incurred in the proper carrying out of ~~this~~ ^{this} trust, and all such fees, compensations and disbursements shall constitute a lien upon the mortgaged property and premises. The recitals herein contained are made on behalf of the party of the first part, and the party of the second part assumes no responsibility as to the correctness of any statements herein contained. IN WITNESS WHEREOF, the said party of the first part has caused this instrument to be signed by its President and Secretary, and its corporate seal to be hereto affixed, the day first above written, and the Banking Trust Company, the Trustee hereunder, in acceptance of the trust created hereby