

Indemnity of
trustee.

personal liability of every name and nature, and any and all rights and claims against every such incorporator, stockholder, officer or director whether arising at common law or in equity or created by statute or constitution, are hereby expressly released and waived as a condition of and as part of the consideration of the execution of this indenture and of the issue of the bonds and interest obligations secured thereby. 14. The trustee may execute any of the trusts or powers hereof and perform any duty hereby required by or through its attorneys, officers agents or servants and shall be entitled to advice and counsel in all matters concerning the trusts hereof and its duties hereunder and the trustee shall be answerable only for its own acts, receipts, neglects and defaults and not for those of any person employed by it and selected with reasonable care, nor for loss unless the same shall happen through its own willful default. And the trustee shall not be bound as hereinbefore provided in accordance with any direction or request of the mortgagor or its board of directors until a certified copy of the resolution or vote containing such direction or request shall be delivered to the trustee. And the trustee shall not be responsible for the recitals herein contained, or for the filing or refiling of this instrument, or for insuring the mortgaged premises or renewing any policies of insurance, or for the execution, ~~xxx~~ ^{recording} ~~xxxxxx~~ or validity of this indenture, or of the bonds and coupons issued under or intended to be secured thereby, or the sufficiency of the security comprised in the same, or for the payment to it of proceeds of sales under Section Six, or for the sufficiency of the security hereunder as to property hereafter purchased under Section six or for keeping down taxes, charges, assessments or liens upon the mortgaged premises, or otherwise as to the maintenance of this security, or be bound to ascertain or inquire as to the performance or observance of any of the covenants or agreements on the part of the mortgagor, or as to the payment or discharge of taxes, charges assessments or liens in respect of the mortgaged premises or otherwise, but the trustee may in its discretion file or refile this instrument, make or renew any such insurance or pay and discharge any such taxes, charges, assessments, liens and insurance moneys in case of any default in respect thereof by the mortgagor and the trustee may require the mortgagor to keep it fully informed and advised as to the performance of the covenants and agreements aforesaid, and as to the condition of the mortgaged premises. And the trustee shall be authorized in all cases to pay such reasonable remuneration as it shall deem proper to all attorneys, officers, agents, servants and employees that it may reasonably employ in the management of the trusts and powers hereof, and all such remuneration and other reasonable expenses and disbursements of the trustee, including its own reasonable remuneration shall be paid by the mortgagor or out of the mortgaged estate upon which they are hereby charged, and they shall constitute a lien thereon prior to the lien of ~~the~~ ^{the} bonds. The trustee shall not be bound to recognize any person as a holder of the bonds or to take any action at his request unless such bonds shall be deposited with the trustee or submitted to its inspection. And the trustee