

information, in writing, as to what, if any, changes have been made under the provisions hereof with respect to the property and estates hereby granted and conveyed, or intended so to be, by lapse, release, surrender, removal and relocation, sale or otherwise.

44 "The Trustee for itself, and its successors, hereby accepts the trusts and assumes the duties herein created and imposed upon it, but only upon the following terms and conditions to-wit:

45. " (a) The trustee shall be protected in acting upon any notice, request consent, certificate, bond or other paper or document, believed by it to be genuine, and to have been signed by the proper party.

46 " The Trustee may select and employ in and about the execution of this trust, suitable agents and attorneys whose reasonable compensation shall be paid to the trustee by the Gas Company, or, in default of such payment shall be a charge upon the hereby pledged premises or property and the proceeds thereof, paramount to said bonds. It shall be no part of the duty of the Trustee to file of record this indenture as a mortgage or conveyance of real estate, or as a chattel mortgage or conveyance of personal property, or to renew such mortgage, real or personal, or to procure any further other or additional instrument of further assurance, or to do any other act which may be suitable or proper to be done for the continuance of the lien hereof or for giving notice of the existence of such lien or for extending or supplementing the same; nor shall it be any of its duty to keep itself informed as to the payment of any taxes, or assessments, or to require such payments to be made. The Trustee save for its gross negligence or wilful default shall not be personally liable for any loss or damage.

47 " (c) The Trustee shall have a first lien upon the pledged property and funds for its reasonable expenses, counsel fees and compensation incurred in and about the execution of the trust hereby created, and the exercise and performance of its powers and duties hereunder.

48 "(d) The Trustee shall be under no obligation or duty to perform any act hereunder, or to defend any suit in respect hereof, unless reasonable indemnified. Except as herein expressly otherwise provided, the Trustee shall not be bound to recognize and person as a bond holder unless, nor until, his bonds are submitted to the Trustee for inspection, if required, and his title satisfactorily established, if disputed.

49. "(e) All recitals, statements of fact and representations contained in this mortgage, or in said bonds or any of them, are to be taken as the recitals statements and representations of the Gas Company and are not to be considered as made by the Trust Company, and the Trustee assumes no responsibility, as to the correctness of the same; nor is the trustee to be understood as making any representations as to whether or not this mortgage is the first lien upon the property embraced thereon nor as to the value and title of said property.