

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 assuance, 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.

50. "(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.

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

52. "(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 any representations whatever as to whether or not this mortgage is a lien upon the property embraced therein nor as to the value and title of said property.

53. "(f) The Trustee does not certify nor represent hereby, nor is it part of its duty hereunder to ascertain that this mortgage is a second mortgage or any lien whatsoever upon the property described herein or mortgaged hereunder; or that any of the recitals, statements of fact or representations contained herein or in any of the said bonds or coupons attached thereto, are true, all of which duties shall devolve solely upon the bond holders and be assured by them alone. And until default shall be made by the Gas Company in some term or condition hereof, and by reason thereof the trustee shall be called upon to proceed to foreclose this mortgage in the manner herein provided for, the only duties or obligations which the Trustee assumes hereunder or under the said bonds are that the bonds which it certifies are within the number thereof provided for in said resolutions and this mortgage; and that all sinking fund moneys paid to it hereunder shall be held and applied by it in the purchase and retirement of bonds as above directed, and even as to these duties or obligations, as well as to all others hereunder, the Trustee shall be liable for gross negligence or wilful default only