

their denominations, and thereupon the trustee, on payment to it of the consideration agreed upon for the sale and disposition of the said plant or plants, its appurtenant property and franchises, shall release the same by instrument in writing or conveyance from the effect and operation of this mortgage, and such sale, disposition and release shall be effective upon all the holders of said bonds issued, certified and outstanding hereunder, whether the same have deposited their bonds and have joined in the approval of said sale or not, and the said proceeds when received, less the reasonable costs, disbursements and expenses, shall be delivered by the Trustee pro rata and without preference among the holders of the said bonds, and the amount of such distribution and payment shall be endorsed upon each of said bonds respectively, and thereupon the Trustee shall upon its books register these bonds in the holders name, and such registry shall be noted upon the bond, and thereafter said bond shall only bear interest at the rate proscribed thereon upon the principal sum remaining unpaid. (Duties and liability of Trustee.)

24. It shall be no part of the duty of the Trustee to see to the application of the bonds or the proceeds of the sale or other disposition of the bonds by this indenture nor of the proceeds of the sale of real estate or other property as herein provided, nor shall it be any part of its duty to file or record this indenture as a mortgage or conveyance of real estate or as a chattel mortgage or conveyance of personal property, or to renew or refile the same as such mortgage real or personal, or to procure any other or additional instrument of further assurance, or to do any other act for the continuance of the lien of this indenture, or to give notice of the existence of the lien hereof, or to extend or supplement the lien sought to be created hereby, nor shall it be any part of the duty of the Trustee hereunder to effect insurance against fire or other damage or any portion of the property hereby mortgaged, or to renew any policies of fire or other insurance or to keep itself informed or advised as to the payment of any taxes or assessments that may be imposed upon the property, real or personal, affected by this mortgage or require the payment of such taxes or assessments, but the trustee may in its discretion do or require the Company to do any or all of these things. The doing by the Trustee at any time of any of the things not required to be done by it shall not make the Trustee liable for not doing the same at any other time. (Trustee not responsible for recitals.)

25. The recitals contained herein and in the bonds secured hereby as to the priority of lien, due authorization and any other matter whatsoever are made by and on the part of the Company, and the trustee assumes no responsibility for the correctness of the same. (Further provision regarding duties and responsibility of Trustee.)

26. The Trustee shall be protected in acting upon any certificate, request, demand or other paper or document mentioned or required by this mortgage or deed of trust to be furnished it by any officer or officers of the Company or by any other person before such action on the part of the Trustee, if said certificate is signed by the person or persons purporting to be such officer or officers of the Company, and the trustee in good faith believes such person or persons to have been such officer or officers. In case at any time it shall be necessary and proper for the