

bonds, coupon or coupons, hereby secured, shall be
(p.59)

Trustees may
rely on cer-
tificate of
Company.

conclusive and binding upon all persons who may hereafter become owners of the same bond or bonds, coupon or coupons; and the Trustees may in their discretion as a condition precedent to taking any action based upon the request of any such holder of a bond or bonds, coupon or coupons, require such holder to deposit the same with the Trustees to be held by the Trustees during the pendency of any action or proceeding so requested to be taken. In case at any time it shall be necessary or proper for the Trustees to make any investigation respecting any fact preparatory to taking any action, or doing or not doing anything as such Trustees, except when it is specifically otherwise provided herein, a certificate signed in the Company's name by its President or by a Vice-President, and, attested by its Secretary, or by an Assistant Secretary under its corporate seal, and verified by the affidavit of one or more of the Company's directors, shall be conclusive evidence to protect the Trustees in any action or non-action that it may take by reason of the supposed existence of such fact; but the Trustees may in their discretion, make such further examination or investigation with reference to such supposed fact as they may deem advisable, and the Company agrees to pay on demand all expenses reasonably incurred by the Trustees in making any such investigation or examination. Except as may be otherwise provided in this Mortgage Deed of Trust, and unless and until there shall be delivered to the Corporate Trustee a certified copy of a resolution of the Company's Board of Directors determining otherwise every request, order, consent or expression of desire set forth in writing, addressed and delivered to the Corporate Trustee and signed in the name of the Company by its President may, for every purpose of this Mortgage Deed of Trust, be taken and relied upon by the Trustees as the request, order, consent or expression of desire of the
(p.60)

Request by
President of
Company.

May rely on
documents be-
lieved to be
genuine.

Company. The Trustees shall not be responsible for the genuineness of any signature of any party to any document executed by any person whomsoever, in accordance with or in pursuance of the terms of this indenture, but may without liability on their part assume as genuine any purported signature by any person, officer or corporation to any such instrument, and shall be protected in acting upon any notice, request, consent, resolution, opinion, bond, certificate, order, affidavit, letter, telegram or paper or document believed by them or either of them to be genuine and correct and to have been signed, made, or sent by the proper person or persons, or by the party purporting to have signed, made or sent the same, and may, in the discharge of their duties hereunder act upon the information or advice of any attorney, valuer, surveyor, engineer, accountant or other expert retained by them or by the Company, and shall not be responsible for any loss resulting from any action or non-action in accordance with any such information or advice. The Trustees may, in their discretion, from time to time, advise with counsel to be selected and employed by them, at the expense of the Company, and anything done or suffered to be done by them or either of them, in accordance with the opinion of counsel, shall be conclusive in favor of the Trustees, and shall be binding upon the Company and all the holders of bonds and coupons hereby secured. Any notice to the Company under any provision of this Instrument shall be sufficiently given if served personally upon any officer of the Company or deposited in the mails addressed to the Company at Lawrence, Kansas. The Trustees shall be entitled to receive reasonable compensation for their services and to be reimbursed for their reasonable outlays and disbursements, including court costs and attorney's fees and expenditures for abstracts of title and continuations thereof. The Company agrees from time to time on demand to pay to the Trustees, reasonable compensation
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Notice to
Company.

Compensation
of Trustees
and solicitors.

for their services hereunder, and reasonable compensation for their services of their counsel and solicitors employed by them in connection with the discharge of their trusts hereunder, and agrees to reimburse the Trustees from time to time, on demand, for all reasonable outlays and expenditures of every sort or nature made or incurred by the Trustees in the discharge of their trust hereunder, and agrees to indemnify and save the Trustees harmless against any and all liabilities of any kind which the Trustees may incur in the exercise and performance of their powers and duties hereunder; and all such fees, compensations, liabilities, outlays, and expenditures shall constitute a first lien upon the mortgaged property in favor of the Trustees prior to any other claim hereunder. Except as may be otherwise provided in this Mortgage Deed of Trust, all moneys coming into the hands of the Trustees or the Corporate Trustee under the provision of this Mortgage Deed of Trust shall not draw interest save such as during that time the Corporate Trustee allows to its general depositors in its banking department. Any person or corporation being Trustee hereunder may acquire bonds and coupons issued hereunder and stock or other obligations of the Company with the same rights which it or he would have if it or he were not Trustee. Where the Trustees have demanded or received indemnity under the provision of this Mortgage Deed of Trust, and it shall afterwards appear, in the judgement of the Trustees, or either of them, that the indemnity so demanded or received is, or may become, insufficient, the Trustees shall not be required to take any further action hereunder until additional indemnity shall have been furnished to the Trustees. The Trustees shall not be liable for any release or releases imprudently executed by them in supposed compliance with terms of this indenture, but any such release or releases which may be executed by the said Trustees, where the Com-
(p.62)

Interest al-
lowed by Trus-
tee on bal-
ances.

Trustees may
acquire bonds
issued here-
under.

Trustees may
resign.

pany shall not be entitled to receive the same, shall, as against the Company, be null, void and of no effect.

ARTICLE XVII. The Trustees for the time being hereunder may resign as such Trustees by written resignation delivered to the Company, such resignation to take effect at the expiration of thirty days after such delivery unless before such expiration a successor, or successor, duly appointed hereunder, shall have accepted the Trusteeship hereunder, in