

out of the trust-estate on which they are thereby made a charge.

Article VIII. Said trustee may employ agents or attorneys necessary in the performance of this trust; but it is agreed that for the conduct or omissions of any counsel, agents or attorneys employed or selected in good faith by said trustee, said trustee shall not be responsible.

In case of the death, mental incapacity or resignation of said trustee, or of his successor all his right estate interest power and control in the premises shall be divested cease and determine, and any of the holders of said bonds may thereupon apply to any court in the State of Kansas or Missouri having jurisdiction in the premises to appoint some proper person or persons to act as trustee or trustees herein, and such new trustee or trustees when appointed shall become vested for the purposes aforesaid with all the rights titles interests and power requisite to enable him or them to execute the purposes of this trust without any further or other authority releases or conveyances; but should it be desirable or necessary the parties hereto shall each execute such releases and conveyances as shall be deemed advisable. It is further mutually agreed that said trustee shall only be accountable for gross negligence or wilful default of himself his officers, agents or servants in the performance of his duties. It is further agreed that in case it should become the duty of said trustee or his successors under the provisions of this indenture to foreclose said mortgage by sale or otherwise or to take any legal proceedings thereunder for the enforcement of its provisions by reason of the breach thereof by the party of the first part he shall not be required to do so until he is indemnified to his satisfaction, or is furnished with funds suitable for the purpose.

Article IX. It is hereby further understood and agreed that the party of the first part may at its option at any time after the expiration of three years from the date hereof and before the maturity of said bonds pay the whole amount of said bonds with accrued interest but should it exercise its option of paying before maturity sixty days notice thereof shall be given by publication in some newspaper published in the City of Boston aforesaid and in some newspaper published in said City of New York and in