

MORTGAGE RECORD 85

to the Trustee, and to the bondholders, respectively, may be exercised from time to time, and as often as may be deemed expedient, by the Trustee or by the bondholders, respectively.

SECTION 23. In case the Trustee shall have proceeded to enforce any right under this Indenture by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned because of waiver for or any other reason, or shall have been determined adversely to the Trustee, then, and in every such case, the Railroad Company and the Trustee shall severally and respectively be restored to their former position and rights hereunder in respect of the trust estate, and all rights, remedies and powers of the Trustee shall continue as though no such proceeding had been taken.

SECTION 24. Nothing in this Article Seven or elsewhere in this Indenture or in the Bonds or in the coupons shall affect or impair the obligation of the Railroad Company, which is unconditional and absolute, to pay the principal of and interest on the Bonds to the respective holders of the Bonds and to the respective holders of the coupons, at the times and places in such Bonds or coupons stated, nor affect or impair the right of action, which is also absolute and unconditional, of such holders to enforce such payments in accordance with the terms of the Bonds and coupons.

SECTION 25. In case more than one series of Bonds shall be outstanding under this Indenture and an event of default shall have happened because of any default in respect of the Bonds of any one or more series and not in respect of the Bonds of any one or more other series, then whatever action may or shall, pursuant to the provisions of this Article Seven, be taken upon the happening of such an event of default by or upon the request of the holders of a specified percentage in principal amount of the Bonds then outstanding, may or shall also be taken, in respect of the Bonds then outstanding of the series as to which such default shall have been made, by or upon the request of the holders of a majority in principal amount of the Bonds of such series then outstanding.

ARTICLE EIGHT.

IMMUNITY OF STOCKHOLDERS, OFFICERS AND DIRECTORS.

No recourse shall be had for the payment of the principal or interest of the Bonds, or any part thereof, or for any claim based thereon, or otherwise in respect thereof, or of the indebtedness represented thereby, or of this Indenture, against any stockholder, officer or director, as such, past, present or future, of the Railroad Company, or of any successor corporation, either directly or through the Railroad Company, or any such successor company, whether by any legal or equitable proceeding, by virtue of any statute, constitutional provision or rule of law, or by the enforcement of any assessment or otherwise; it being expressly agreed and understood that this Indenture and the obligations hereby secured are solely corporate obligations, and that no personal liability whatever shall attach to or be incurred by the stockholders, officers or directors, as such, of the Railroad Company, or of any successor corporation, or any of them, because of the incurring of the indebtedness hereby secured, or under or by reason of any of the obligations, covenants or agreements contained in this Indenture, or in any of the Bonds or coupons, or implied therefrom.

ARTICLE NINE.

BONDHOLDERS' ACTS, HOLDINGS AND APPARENT AUTHORITY.

Any demand, request or other instrument required by this Indenture to be signed and executed by bondholders may be in any number of concurrent writings of similar tenor, and may be signed or executed by such bondholders in person or by agent appointed in writing. Proof of the execution of any such demand, request or other instrument, or of the writing appointing any such agent, and of the ownership by any person of coupon Bonds transferable by delivery, shall be sufficient for any purpose of this Indenture, and shall be conclusive in favor of the Trustee or of the Railroad Company, with regard to due action taken by the Trustee or by the Railroad Company under such instrument, if such proof by made in the following manner:

The fact and date of the execution by any person of any such demand, request, or other instrument may be proved by the certificate of any notary public, or other officer authorized to take acknowledgments of deeds to be recorded in the place of such execution, that the person signing such demand, request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness to such execution.

The fact of the holding by any bondholder of coupon Bonds transferable by delivery, and the principal amounts, and issue numbers and series of such Bonds, and the date of his holding the same, may be proved by a certificate executed by any trust company, bank, bankers or other depository (wherever situated), satisfactory to the Trustee, showing that at the date therein mentioned such person had on deposit with such depository the Bonds described in such certificate. For all purposes of any proceeding pursuant to this Indenture on the faith of or in accordance with any such request, demand or other instrument purporting to be executed by holders of Bonds for the enforcement hereof or otherwise, such person shall be deemed to continue the holder of such Bonds until the Trustee shall have received notice in writing to the contrary.

The ownership of coupon Bonds registered as to principal or of registered Bonds without coupons shall be proved by the Bond registration books.

The foregoing provisions of this Article Nine are subject to the provisions of Section 2 of Article Three hereof with respect to proceedings for modification of this Indenture.

ARTICLE TEN.

RELEASES OF MORTGAGED PROPERTY.

SECTION 1. The Trustee, if so requested by the Railroad Company, and while the Railroad Company retains actual possession of and is operating the mortgaged railroads, but subject to the conditions and limitations in this Article Ten prescribed, and not otherwise, from time to time, shall execute and deliver, to the Railroad Company releases from the lien and operation of this Indenture of property subject thereto in the several classes of cases described and subject to the provisions stated as governing said classes of cases, respectively, in this Article Ten, or shall join with the Railroad Company in an instrument of conveyance to that end.

SECTION 2. Any of the mortgaged railroads, or a part of any thereof or any interest therein, together with the franchises appertaining thereto, which has been sold, exchanged for other property, or otherwise granted or abandoned, by the Railroad Company, shall be released by the Trustee in accordance with the foregoing SECTION 1 of this Article, provided

(a) that it will be no longer necessary or expedient to retain and operate the railroad or part of a railroad proposed to be released, or, in the case of the requested release of an interest in a mortgaged railroad, that it will be no longer necessary or expedient to retain the whole ownership and exclusive right to operate the same; and

(b) that after such sale, exchange, grant or abandonment of any such mortgaged railroad (other than a branch line), or part thereof or interest therein, the Railroad Company will still have a continuous line, substantially as direct and satisfactory for its transportation service as at the date of this Indenture through the substitution thereof and the subjection to the lien of this Indenture, of a line of railroad owned by the Railroad Company, or of the right to use, free from any prior lien thereon, the railroad of another railroad company, through joint ownership, lease, trackage rights or otherwise; or

(c) that, in the case of abandonment of a branch line of the mortgaged railroads, or a part thereof the approval or authorization of all governmental agencies, Federal and State, having jurisdiction thereover, has been obtained. Said approval or authorization of governmental agencies shall constitute conclusive proof (1) that it is not necessary or expedient to continue said abandoned line in operation and (2) that the continued operation of said branch railroad is not economically justifiable from the standpoint either of the Railroad Company or of the holders of the Bonds.

SECTION 3. Any land, together with any building or buildings thereon, and any right or interest therein then subject to the lien of this Indenture, which has been sold, exchanged for other property or otherwise granted or leased or abandoned by the Railroad Company shall be released by the Trustee, in accordance with the terms of Section 1 of this Article Ten, or, in the case of a lease or of a sale, exchange