

Trustee or Trustees shall have the rights, powers and authority, and be charged with all the duties that are conferred or charged upon the Trustees herein named.

5. The Trustees shall have authority in their discretion to employ agents and attorneys in the execution of this Trust, and to protect the interest of the holder or holders, owner or owners of the notes hereinabove described, and such agents and attorneys shall be compensated and all expenses in and about the employment, including those of litigation, if any, shall be paid out of the proceeds of sale of the said property, should a sale be had, all sums of money so paid out shall be recoverable by all remedies at law or in equity against the first parties by which the debt hereby secured may be recovered. Neither Trustee shall be liable for the acts or omissions of the other Trustee, or default or misconduct of any agent or attorney appointed by it, if such agent or attorney shall have been selected with reasonable care, nor for any errors or mistakes made by it while acting hereunder in good faith, nor for any thing whatever in connection with this Trust, except willful misconduct, or gross negligence in the discharge of its duties as such Trustee. Neither Trustee shall have any responsibility for the legal examination of the payment of taxes or the discharging of any other lien or incumbrance. It shall not be obliged to take any action towards the execution or enforcement of this Trust which, in its opinion, shall be likely to involve it in expense, unless one or more of the holders of the notes hereby secured shall, as often as required by such Trustee, furnish it with indemnity and security against all expenses or liabilities, and the notes of said holder deposited with said Trustee, but this provision shall not affect any discretion herein given to the Trustee to determine whether or not it shall take action hereunder without request of the note holders, and without such indemnity. Each Trustee shall be entitled to reasonable compensation for any services by it rendered hereunder, and to reimbursement of all costs, expenses and liabilities by it paid or incurred and it shall have a lien on all monies and property coming into its possession hereunder, which may be necessary to satisfy such compensation, expenses and liabilities.

6. That whenever there is reference in the covenants and agreements herein contained, to any of the parties hereto, the same shall be construed to mean  
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