

MORTGAGE OF REAL ESTATE

37276 PROVISIONS—JARRARD CO.—OSHTERVILLE

(j) At any and all reasonable times, the Trustees and their respective duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right fully to inspect any and all of the mortgaged property, and all books, papers and contracts of the Company, and to take such memoranda from and in regard thereto as may be desired, but shall have no duty to make any such inspection.

(k) Neither of the Trustees shall be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(l) The Trustee shall not be required to authenticate any bonds, permit the withdrawal of any cash, release any property, or take any other action, if at the time there exists to its knowledge any default in respect of any of the covenants, agreements or provisions of this indenture.

(m) The duties and obligations of the Trustees, and each of them, to the Company and to all others shall be determined solely by the express provisions of this indenture and no duty, obligation, or covenant shall be implied or read into this indenture against the Trustees, or either of them. All question or controversies as to the liability of the Trustees and each of them hereunder shall be governed by the laws of the State of Illinois and no action, suit or any other legal proceeding against the Trustees or either of them shall be instituted or conducted in any other state or country except with the written consent of the Trustees, or either of them, as the case may be.

(n) The Trustee may, but shall have no obligation to, construe any of the provisions of this indenture, in so far as the same may appear to be ambiguous or inconsistent with any other provisions hereof; and any construction of any provision hereof made by the Trustee in good faith and in accordance with the advice of counsel shall be binding upon both the Company and the holders of all bonds issued hereunder.

(o) Upon any application by the Company for the authentication and delivery of bonds, or for the taking of any other action provided for herein or in any indenture supplemental hereto, the resolutions, orders, receipts, certificates, statements or other instruments required by any of the provisions of this indenture or of any indenture supplemental hereto to be delivered to the Trustee as a condition to the taking or permitting by it of such action may be received by the Trustee as conclusive evidence of all the facts and matters therein set forth, and in such case the Trustee shall be fully warranted, justified and protected in acting on the faith thereof, not only in respect of the facts but also in respect of the matters of opinion or judgment therein set forth; and before granting any such application, the Trustee shall not be bound to make any further investigation into the facts or matters stated in any such resolution, order, receipt, certificate, statement or other instrument unless requested in writing so to do by the holders of not less than twenty per cent (20%) in principal amount of the bonds then outstanding hereunder and furnished with adequate security and indemnity against the costs and expenses of such investigation; but it may do so in its discretion. If the Trustee shall determine or shall be requested, as aforesaid, to make such further investigation, it shall make or cause to be made such independent investigation as it may see fit, and it shall be entitled to examine the books, records and property of the Company, either personally or by agent or attorney; and in such case it satisfied of the truth and accuracy of the facts and matters stated in such resolution, order, receipt, certificate, statement or other instrument, and that such action is in accordance with the provisions of this indenture and of such supplemental indenture, it shall be obliged to take or permit to be taken the action so applied for. If after such investigation or other inquiry the Trustee shall determine to take or permit to be taken the action so applied for, it shall not be liable for any action by it taken or permitted to be taken in good faith. Any such independent investigation may, if the Trustee so desires, be made by a disinterested person appointed by the Trustee, who shall be liable hereunder in no way except for his own wilful default or misrepresentation; and the Trustee may rely absolutely on the judgment of such disinterested person in taking or permitting to be taken the action so applied for and shall be fully protected in relying upon his affidavit that he is "disinterested" within the meaning hereof. The reasonable expense of every such investigation shall be paid by the Company, or, if paid by the Trustee, shall be repaid by the Company upon demand, with interest at the rate of six per cent (6%) per annum.

(p) The Trustee shall not be compelled to do any act or to make any payment hereunder or in respect hereof unless put in funds for the purpose. Wherever any provision is made herein for the payment of moneys by the Trustee, at any time, the Trustee shall in no event be liable to anyone beyond the amount of moneys deposited with it for any such purpose.

(q) The Trustee shall be under no duty in respect of any tax which may be assessed against it or against the holders of bonds issued hereunder in respect of the bonds.

SECTION 11.02. The Trustees, and each of them, shall have a first lien hereunder upon the mortgaged property for reasonable compensation, expenses, advances, liabilities, damages, and counsel fees incurred in and about the execution of the trusts hereby created and the exercise and performance of the powers and duties of the Trustees hereunder and the cost and expense of defending against any liability in the premises of any character whatsoever. The Company hereby covenants and agrees to pay unto the Trustees reasonable compensation for their services in the premises,