

(4) the instruments of conveyance, assignment and transfer, if any, specified in the opinion of counsel mentioned in paragraph (3) of this Section 6.13.

Section 6.14. Anything herein to the contrary notwithstanding, if the mortgaged property or any part thereof shall be sold under the power of sale granted in Article Eight hereof or by virtue of judicial proceedings, then any moneys in the hands of the Trustee which are subject to being disposed of as provided in Section 6.12 shall be added to and dealt with as if such moneys were part of the proceeds of such sale, as provided in Section 8.12.

ARTICLE SEVEN.

Concerning the Trustee.

Section 7.01. The Trustee accepts the duties and responsibilities set forth in this Indenture; provided, however, that the right of the Obligors or any Bondholder or any other person to institute any suit, action or proceeding against the Trustee for any action taken or omitted by it as trustee in violation or alleged violation of its duties and responsibilities as set forth in this Article or Article Five shall be subject to the provisions of Section 7.11 hereof.

Prior to the occurrence of any event of default (as defined in Section 8.01 hereof), and after all such events of default which may have occurred shall have ceased to be continuing:

(a) The duties and obligations of the Trustee shall be determined solely by the express provisions of this Indenture, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustee; and

(b) The Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, in the absence of bad faith on the part of the Trustee, upon any certificates or opinions furnished to it hereunder; but in the case of any such certificates or opinions which by any